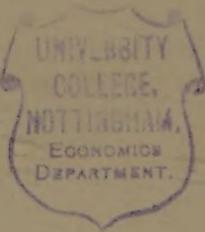


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MOTOR INSURANCE



TOTAL LOSS

A photograph (actual size) of a complete windscreens of a petrol car after a fire through self-ignition. It illustrates the intensity of the heat, and the possibility of complete destruction of all parts of a motor vehicle by petrol flame

Frontispiece

MOTOR INSURANCE

THE TREATMENT OF MECHANICAL
ROAD TRANSPORT RISKS

BY

W. F. TODD

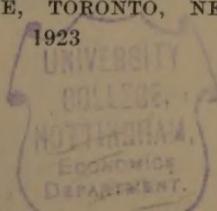
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PREFACE

BRITISH Motor Insurance practice commenced almost simultaneously with the advent of the petrol Motor Vehicle, but long before that policies were issued in respect of Steam Road Locomotives ; and it may be truly said that transport risks in connection with railways and steamboats were the foundation of Accident Insurance in the United Kingdom.

To-day, Motor Insurance is undertaken by every office which accepts Accident risks, and the energy and enterprise shown by the Insurance Offices have done much towards the development of the Motor Vehicle.

There are bound to be very great developments in the future. Roads are the arteries and transport is the life-blood of every nation—new and improved roadways will give great scope for further progress in design and use of the Motor Vehicle, and offices will have to keep closely up to date if this business is to be handled efficiently.

Motor Insurance is now an absolute necessity for the general community and is no longer required by one class alone.

Prior to the Great War, most of the offices, in their determination to keep up with the times, had made arrangements to analyse very carefully and to classify the types and the variety of use, but the Great War practically destroyed all their efforts.

During the war, conditions were such as had never existed before and are not likely to exist again. On the one hand, the need of transport for fighting purposes forced quicker development in design and application ; but, on the other hand, those Motor Vehicles which were " carrying on " at home were subject to rationing of motor spirit, restriction of use, reduced street lighting, loss of experienced drivers, repair difficulties.

The *after* effects of the war were still more disturbing to the business. An enormous increase in the cost of repairs and replacements—a great increase in the cost of Third Party claims—the extraordinary theft hazard, and that immeasurable factor " moral hazard " following on the " slump."

The net result is that offices have not only to keep up with the

continued development of the Motor Vehicle, but they have to obtain their experience anew.

A few words with regard to the intention of this book. The student of to-day wants all the help that can be given to him, and at present there is no text-book or manual to which he can refer for an explanation of Motor Insurance practice. These unsettled times are not favourable for such a work, but it is hoped that this book will do something to meet immediate needs.

Students should take a greater interest in the technical points of the business—even a slight understanding of the construction and operation of the various types of road traction is very helpful in the study of Motor Insurance, and this technical knowledge is easily obtained by all who will look for it. Common observation and inquiry, evening classes at a technical school, and the simple and inexpensive instruction books and charts published by the Motor Press, will provide all facilities. With the view of giving assistance in this direction, illustrations of types of vehicles and machines have been included; the average student would find some difficulty in naming the various bodies in the private car class—a point of practical importance—and therefore standard bodies have been illustrated and explained.

Attention should also be given to the regulations as to construction, use, licensing, and registration. Some of the Acts and Orders are frequently referred to and the most important have been appended in full.

It should be remembered that there is no single subject which provides a better opportunity for the acquisition of a knowledge of general Insurance practice. Public Liability, Fire, Burglary, Personal Accident, Workmen's Compensation, Freight, are all handled in the Motor Department.

Blocks and photographs for the various illustrations have been very kindly lent to the author by the following firms: Associated Equipment Co., Ltd.; C. Burrells & Sons, Ltd.; J. I. Case Threshing Machine Co.; Commercial Cars, Ltd.; Fodens, Ltd.; J. Marston's Carriage Works, Ltd.; Melhuish & Co., Ltd.; Merryweather & Sons, Ltd.; New Rover Cycle Co., Ltd.; J. I. Thornycroft & Co., Ltd.; Rolls Royce, Ltd.

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MOTOR INSURANCE

CHAPTER I

CLASSIFICATION

FOR insurance purposes there are FIVE main classes, viz., PASSENGER VEHICLES ; GOODS VEHICLES AND TRACTORS ; APPLIANCES ; MOTOR TRADE (unspecified vehicles, etc., all types) ; MOTOR CYCLES.

PASSENGER VEHICLES

These comprise : Private type in private use ; the private type in commercial use ; the private type for private hire ; the private type for public hire ; chars-a-bancs or coaches ; omnibuses ; ambulances, hearses, prison vans.

Private Type in Private Use. The term "Private Use" was originally intended to mean the use of the car for domestic, social, or pleasure purposes, but it was soon found necessary to place a much wider interpretation upon it, and to-day it even extends to the insured's *personal* business use.

If the line could be drawn and the restriction guaranteed there should really be two classifications of private cars—one for purely domestic, social, or pleasure purposes, and the other for the same purposes with extension to personal business use.

We should, then, be able to give an advantage to the purely private user instead of treating him alike with business men, doctors, surveyors, and others. So far, experience has proved that such a distinction is impracticable. Private use so easily merges into a personal use in business, and with two classifications the lesser risk would always be urged by proposer or agent, and so the distinction would disappear ; in fact that is how it has disappeared !

But still it is very necessary to confine the business use to the insured himself and to exclude those cases in which the business use obviously predominates and is not merely incidental to the

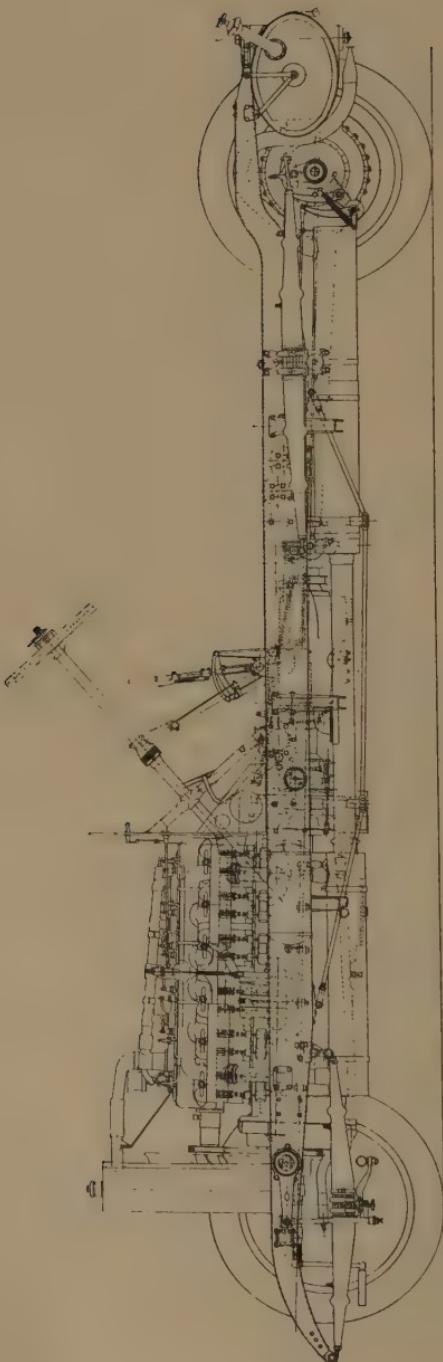


FIG. 1
PRIVATE CAR CHASSIS (ROLLS ROYCE)—ELEVATION

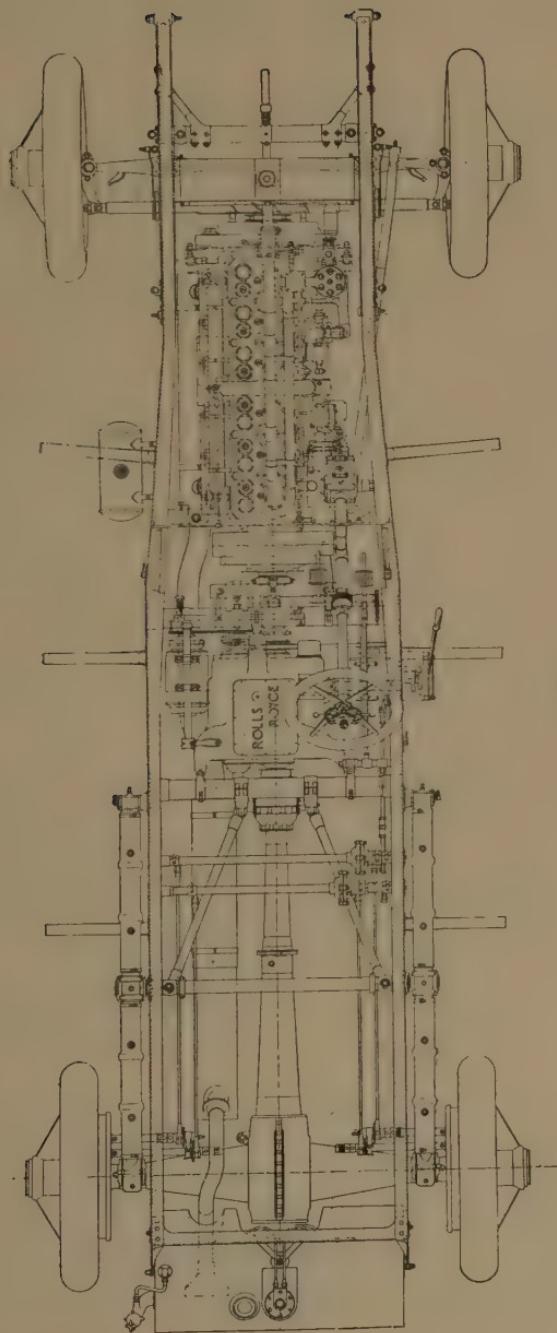


FIG. 2
PRIVATE CAR CHASSIS (ROLLS ROYCE)—PLAN

private use, such as commercial travellers, commission agents, collectors, motor car dealers, etc. *See pages 2, 3, 63, 75, 85, 92, 99, 111.*

Private Type in Commercial Use. This class consists of cars used mainly or entirely for business purposes.

Many firms own cars which are really used as private cars by directors, partners, or employees, but the mere fact that the car is owned and insured by the firm excludes it from the Private Car Class. Sometimes in such cases an agent will suggest that it be insured in the name of an individual in order to place it in the Private Class. It is then necessary to point out that whilst it is being used on the firm's business, the firm are liable for Third Party Claims and will be unprotected unless they appear as the insured. (*See Compensation Law, page 92.*) It is quite a common thing for a commercial policy to be issued to a firm with an endorsement also covering the individual liability of the directors or partners whilst using the car for their private purposes.

A director or partner or employee may use his own car on the business of the firm. The firm might still be liable and the policy should indemnify the firm. It then comes into this class.

Branch managers and inspectors of insurance offices sometimes use their own cars on office business. If the office is to be indemnified, such cars come into this class and not the Private Class.

An individual, in addition to making personal business calls, may wish occasionally to carry goods or allow his employees to use the car, and that case must come into this class.

Cars used by commercial travellers or commission agents (whether such cars are owned by them or by firms employing them), and cars owned by firms for the use of their employees generally, all come into this class.

Private Type for Private Hire. Private Hire as distinct from Public Hire means the hiring of a car from a garage. A Private Hire car must be licensed by the Inland Revenue Authority as a Hackney Carriage, but this does not permit plying for hire in public streets or places. A further explanation is given under the heading of Public Hire Cars.

Although Private Hire cars are used in very much the same way as are private cars, the risk is very much greater for the following reasons—

The car is a source of profit and is used to the greatest possible extent. The average mileage must be several times greater than that of the private car.

It is frequently in use in unfavourable weather, or at night when other means of transport have ceased.

The least expense is incurred in upkeep and the moral hazard is a very noticeable feature in claims for loss of or damage to the car.

Generally speaking, the hire car is aged and has seen better days.

There is a very frequent change of driver.

Certain classes of hirers are very familiar with the driver and include him in their refreshment arrangements, sometimes with tragic results.

Hire cars seem to share the fate of donkeys—they are over-worked and ill-treated and their end is mysterious.

Private Type for Public Hire. The cars forming this type are commonly called "Taxicabs," because they have taximeters fitted to them to record the earned fare.

These vehicles have to be licensed as Hackney Carriages, as do Private Hire vehicles, but they can accept passengers in public streets and places, and for this privilege they require a second licence, which is issued by a Local Authority—usually the police.

All that can be said unfavourably of the Private Hire car from an insurance standpoint can be applied to the taxicab, but there are these additional considerations—

It is more of an emergency vehicle—it is often hired when time is short.

It has periods of idleness alternated with short and sharp rushes of business, and this naturally leads to reckless driving.

The taxi-driver is not popular with the public. Some are wanting in civility both to users of their cabs and to users of the road. This has a very great bearing on the accident hazard, because such do not often get the support of reliable witnesses, nor do they get the benefit of the doubt in Court.

Chars-a-bancs (Charabancs). These vehicles, now more commonly called "Motor Coaches," are used both as Public and as Private Hire vehicles, but mainly as Private Hire. Seats are booked in advance for specific journeys.

At one time their use was confined almost entirely to pleasure resorts for trips to surrounding "beauty spots," but increased railway fares and restricted railway service immediately following the Great War, with the inconvenience of overcrowding, brought the Motor Coaches into much greater demand, and now they are competing with the railways for ordinary passenger carrying.

Consequently, the risk has greatly changed.

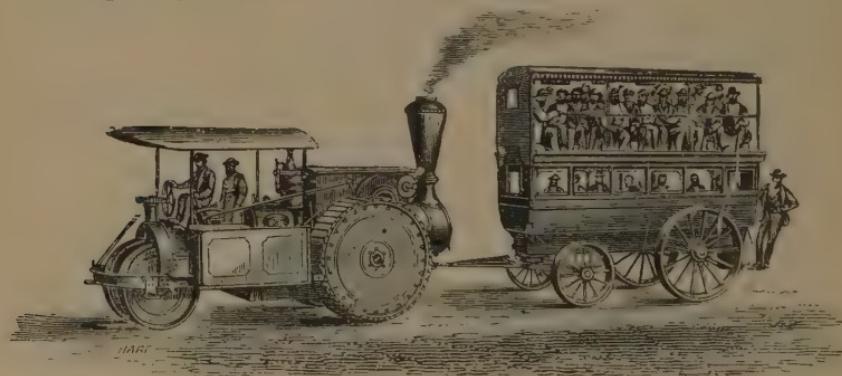


FIG. 3
MOTOR OMNIBUS, 1871

12 h.p. Road Locomotive, No. 510, manufactured by Charles Burrell, July, 1871, for the Turkish Government and sent to the Isle of Crete. It was fitted with 2 High Pressure Cylinders, $\frac{7}{4}$ in. diameter, 10 in. stroke. The driving wheels were 6 ft. diameter and fitted with rubber tyres. This Engine attained a speed on a common road of from 12 to 20 miles per hour taking behind it an Omnibus laden with 40 passengers, 20 inside and 20 outside.

Whilst used for short trips from pleasure resorts, these vehicles were on fairly unfrequented roads during the best weather conditions, and only for the season.

Now many of them are running long distances on ordinary passenger service on main roads and into the largest cities.

The "Catastrophe" hazard is abnormal, as it is with all big passenger vehicles.

Although they are on the whole efficiently and courteously driven, they are unpopular with other users of the road, and when concerned in a Third Party Claim their owners are apt to get the worst of it. See page 32.

Omnibuses. Omnibuses are almost entirely Public Hire vehicles running on fixed routes to time-table. There are two types—single and double deckers. Double-deckers are, of course, the more hazardous. *See page 29.*

There are other classes—

Single-deckers owned by hotels, running between the hotel and railway stations or piers.

Single-deckers owned by large golf clubs for convenience of members (at least, a class is reserved for such vehicles, but it is doubtful if sufficient of them exist to justify it).

Single-deckers owned by railway companies for Private Hire or transfer of passengers.

Ambulances, Hearses, and Prison Vans. These are classified as Passenger Vehicles, and strictly speaking, they are, although the passengers are unfortunate or unwilling persons.

AMBULANCES are subdivided as follows—

Public Ambulances for emergency calls.

Hospital and *Sanatorium* Ambulances for conveyance of patients from and to their homes.

Private Ambulances maintained by collieries and large works for the benefit of their employees in case of accident.

Ambulances provided by Ambulance Associations through public subscription. *See page 103.*

HEARSEs are usually convertible for general undertaking purposes—and even when carrying the body to the interment or cremation the mourners are sometimes carried on the same vehicle. It must therefore be remembered that the risk is not so light as might at first appear. *See page 90.*

PRISON VANS do not call for comment. There are very few of them mechanically driven yet.

GOODS VEHICLES AND TRACTORS

Prior to the issue of the Heavy Motor Car Order, 1904, a mechanically propelled vehicle exceeding *three tons* in weight unladen was subject to the provisions of the old Locomotives Act—*see Locomotives on Highways Act, 1896 (59 & 60 Vict., Ch. 36).*

The Heavy Motor Car Order extended this weight to *five tons* and made two classes of "Motor Cars," viz.—

1. Vehicles not exceeding *two tons* in weight unladen, with a maximum speed of twenty miles an hour.



FIG. 4
PETROL LORRY (COMMER)

2. Vehicles exceeding *two tons* but not exceeding *five tons* in weight, with a maximum speed of twelve miles an hour. The maximum weight was in 1921 increased to *seven and a quarter tons*.



FIG. 5
STEAM WAGON (FODEN)

The result was that great development took place in heavy traction. The van or lorry increased in weight, size, and power ; steam wagons came into common use ; the great traction engine of the old days was taken as a pattern for a much smaller engine of the same type and the steam tractor to haul one trailer was produced at a weight unladen to bring it within the limits of the Heavy Motor Car class. See page 33.

Insurance offices soon discovered that it was useless to attempt to discriminate between these various types, beyond dividing them

into *Light* and *Heavy* classes, and including in the Heavy Class the old traction engine weighing anything up to fourteen tons and hauling several trailers.

But the insurance offices did not follow the legal definition of a Light vehicle. The offices decided that—

The *Light Class* should consist of vehicles weighing not more than THREE TONS *including the maximum weight which they were constructed to carry.*

They also decided that this class should not include any vehicle hauling a trailer, even if within the total weight of three tons.

The *Heavy Class* takes in everything beyond the *Light Class.*

Light Vehicles. This class consists mainly of covered vans, which are generally used within a comparatively small radius. Usually such vehicles are petrol driven, but there are a fair number of electric vehicles.

Their legal speed is as great as that of the ordinary private car, and these vehicles range from the lowest to the highest horse power.

Heavy Vehicles. This class consists mostly of petrol-driven vans or wagons, but platform or lorry bodies are fairly common. Steam wagons are numerous and frequently haul a trailer. Steam tractors are not so numerous and traction engines are fewer still. There are also a few electric vehicles. See page 45.

Where the weight exceeds *two tons* unladen, the maximum legal speed is *twelve* miles an hour without a trailer and down to *five* miles an hour with a trailer.

Taking this Heavy Class as a whole, it is difficult to make any distinction in horse power or value for insurance purposes.

Trailers. Trailers are usually of the ordinary *truck* type, but there are special exceptions. For instance, travelling showmen have most extraordinary contrivances on wheels which are hauled from place to place, and they are sometimes very valuable.

A trailer provides an increased risk in traffic and on steep gradients, but the additional hazard is not great in view of the increased care which the driver is bound to take. See page 37.

Under the Regulations, any vehicle may haul one trailer except for the purpose of carrying passengers. Road Locomotives hauling more than one trailer are governed by the Locomotive Acts.

APPLIANCES.

Under this heading are included : Fire Engines, Escapes, and Tenders ; Road Sweepers and Waterers ; Road Rollers ; Sanitary Machines and Wagons ; Tower Wagons for repair of overhead electric fixtures ; Agricultural Implements.

This is an ever-increasing class. These appliances cannot be treated on the lines of the ordinary commercial vehicle or tractor, nor can they all be treated alike.



FIG. 6

PETROL STREET CLEANSER (THORNYCROFT)

Fire Brigade Appliances are in a special section of their own. They are very costly machines with high-powered engines, and the nature of their use involves heavy risk. Accidents occur not only whilst in real action, but also whilst on practice runs, so that information as to the number of fires in any district does not convey a full impression of the hazard.

Road Sweepers and Waterers, Sanitary Machines and Wagons, and Tower Wagons are in another section. They are fairly equal in risk.



MERRYWEATHER

Fig. 4800

FIG. 7

PETROL MOTOR FIRE ENGINE

(Merryweather's " Hatfield " Design)

Road Rollers are treated separately chiefly because—unlike the previous sections—they are not subject to any district classification as they are now seldom used in big towns.

Agricultural Implements. Ploughs, harrows, reapers, threshers, etc., hauled by farm tractors. There are self-propelled ploughs, but very few. These agricultural machines cannot be compared with any other traction risk, and form a fourth section. *See page 71.*

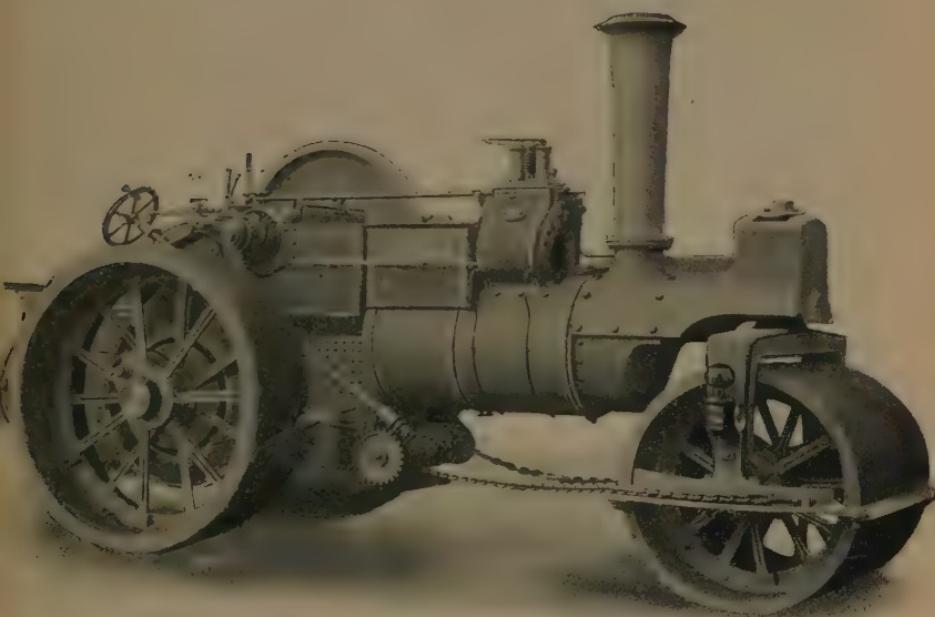


FIG. 8
STEAM ROLLER (BURRELL & SONS)

MOTOR TRADE.

The risks which come into this class are those connected with vehicles in the hands of makers, repairers, selling agents and dealers, and garage proprietors.

They include—

- Test runs in the course of construction and repair.
- Delivery of cars to showroom, agents, or customers.
- Demonstration runs in course of sale.

Bringing disabled vehicles to works, either by towing or on breakdown lorries.

Driving customers' vehicles.

The risk is a "floating" risk, to the extent that vehicles cannot be specified, as there is a constant fluctuation. Sometimes in the case of a maker a certain type can be specified with a limit of horse power and value.

Great difficulties have been experienced in attempts to under-write these risks, but offices realized the necessity of finding methods by which the trade could have the necessary freedom and offices could have the necessary check on the amount of risk carried.

Several methods have been adopted but they still leave much to be desired, especially from the point of view of the office. A full explanation is given under "Rating."

MOTOR CYCLES.

There are signs of developments tending not only to radical alterations in the design of the "Solo" machine, but also to the disappearance of the side-car "Combination" in favour of the tri-car or the small four-wheeled car. The result will probably be that there will be only two types of machine, the light and the heavy "Solo," the latter capable of taking a side-car when required.

At present there are *three* distinct types—

1. For "Solo" riding only.
2. For "Solo" or side-car. *See pages 49, 55.*
3. For side-car only.

The great majority of motor cycles are privately owned and used. A large number are owned by youths or persons to whom the cost of insurance is a considerable item, and they are tempted to neglect the precaution.

Insurance offices have fully realized this and they have endeavoured to provide a policy covering the main risks of Third Party and Own damage at the lowest possible cost.

The number of motor cycles uninsured is still considerable, and in many of these cases there would be practically no funds to compensate injured persons.

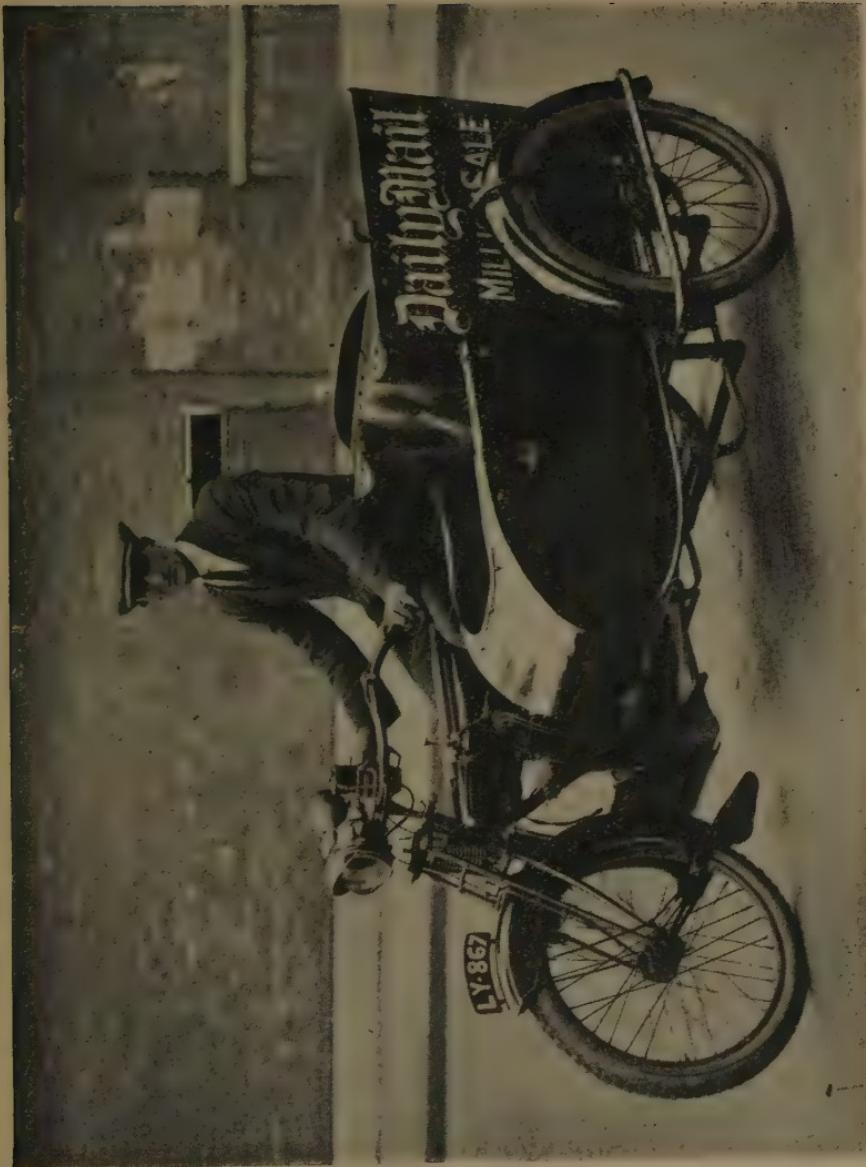


FIG. 9
MOTOR CYCLE BOX CARRIER

Classification. Motor cycles may be classified under the following heads : CYCLES OWNED AND USED PRIVATELY ; CYCLES USED FOR GENERAL BUSINESS PURPOSES (INCLUDING COMMERCIAL TRAVELLERS), EXCLUDING CARRIAGE OF GOODS AND PUBLIC OR PRIVATE HIRE ; CYCLES USED FOR GENERAL BUSINESS PURPOSES, INCLUDING CARRIAGE OF GOODS, BUT EXCLUDING PUBLIC OR PRIVATE HIRE ; CYCLES USED FOR PUBLIC HIRE ; CYCLES USED FOR PRIVATE HIRE ; CYCLE MAKERS', REPAIRERS', AND DEALERS' TRADE RISKS.

CYCLES OWNED AND USED PRIVATELY. In the effort to arrive at the lowest possible premium, an attempt was made to restrict



FIG. 10
THREE-WHEEL CARRIER

this class to *purely private* use, to the absolute exclusion of business use, but this failed. It was found to be extremely difficult to exclude the use of the machine for travelling to and from business, and it also became evident that cycles insured for private use were being used for general business journeys, although offices were seldom able to prove it when claims arose.

Consequently, it became necessary to extend the cover to include personal business use, *excluding* commercial travellers and the like, and the carriage of goods.

CYCLES USED FOR GENERAL BUSINESS PURPOSES (EX GOODS OR HIRE). These are mainly owned by firms for the use of their

employees in commercial travelling, collecting, inspecting, etc. Insurance offices use them on agency and claims work in country districts.

CYCLES USED FOR GENERAL BUSINESS PURPOSES, INCLUDING CARRIAGE OF GOODS BUT EXCLUDING HIRE. In this connection cycles are used for quick transport of small packages or newspapers in a box-carrier in place of a side-car. Three-wheel Carriers are included in this class.

CYCLES USED FOR PUBLIC HIRE. CYCLES USED FOR PRIVATE HIRE. So far, these are very small classes and are not likely to become popular. Private hire cycles are "let out" with or without a driver.

CYCLE TRADE RISKS. The position is exactly similar to that dealt with under the heading of "Motor Trade" (Commercial Vehicles).

CHAPTER II

THE POLICY

THE private "comprehensive" policy provides the cover referred to in the following paragraphs.

LOSS OF OR DAMAGE TO THE INSURED VEHICLE, INCLUDING ACCESSORIES.

This is commonly called "Own Damage." The chief risk under this heading is that of **Accidental Damage**, usually defined as damage caused by "Accidental External Means." At one time it was restricted to damage caused by "Collision with any object," but in its strict sense that excluded certain accidental damage and the wider term was adopted.

Some offices cover "All Loss or Damage by whatever cause occasioned," and rely on the exclusions for a definition of their liability. (*See* specimen forms.)

Malicious Damage is always included in this section. The necessity arose from the fact that claims were occasionally made under policies for wanton damage by persons who were evilly disposed, or by mischievous boys. It was felt that such claim should be met and eventually this item appeared on the prospectus. It does not include the Riot and Civil Commotion risk.

Fire, Lightning, Self-Ignition, or Explosion is a well-known item in this section and requires little explanation. The term "self-ignition" is perhaps superfluous, but it is intended to apply particularly to fire arising from internal causes; for instance, from fusing of electric wiring or accumulators. "Explosion" means accidental explosion, such as an explosion of the petrol tank or an explosion unconnected with the vehicle. It does *not* mean damage to the engine simply by force of that explosion which it is the proper function of the engine to produce, and which would be either mechanical breakdown or wear and tear.

Theft, Burglary, Housebreaking, or Larceny. Until a few years ago this risk was included merely as a matter of course, and no claims were anticipated, except in respect of accessories. There

were plenty of thieves, but none of them knew how to drive a car or to dispose of it ; but the very extensive use of motor vehicles in the Great War made it possible for many thousands of men and women to learn to drive a car, and that fact, combined with the low output of motor vehicles for a long time after the Armistice, made a very great difference to the Total Loss hazard. Motor vehicles were in great demand, and even old cars were fetching big prices. Gangs of thieves worked up organizations for the theft and disposal of vehicles : many thousands of pounds



FIG. 11
AN INCIDENT IN A COUNTRY RISK

were paid by insurance offices and seldom were the vehicles traced.

A new system of registration has been introduced, partly with the object of preventing these thefts, but so far with only moderate success. It is hoped, however, that a Central Registry will be provided, or that some steps will be taken to link up the many registration offices with the view of detecting a duplicate engine or chassis number, or a number out of sequence.

Although the supply of motor vehicles now exceeds the demand, the theft of motor vehicles is still a profitable crime, on account of the ease with which a vehicle can be disposed of at a bargain price

when the engine and chassis numbers have been cleverly altered and the vehicle re-painted and re-registered.

Motor vehicles are not always stolen for sale—the modern criminal has found quick and private transport of the greatest assistance in his adventures, and the police now require motor vehicles in their operations against him.

Whilst a Central Registry should prevent the sale of stolen vehicles, it could not, of course, prevent the theft of them for other purposes, although it should lead to detection sooner or later. A criminal would probably take his chance with a fictitious Registration Number.

In any case, there will always be the risk of theft of spare parts and accessories, and the theft hazard will never again be as light as it was before the war.

Various devices for the prevention of the theft of a car have been invented, and if offices could make it a condition that the policy is void in the event of the car being left unattended without the device being put into operation—and if offices could have some means of satisfying themselves that the device was in operation—it might be possible for underwriters to take these devices into account.

The trouble is that when a car is stolen there is no evidence to show how the thief got the better of the device and, in any case, the reduction in premium would have to be sufficient to entice the owner to go to the expense of fitting the device; and, so far, the cost of the device has not made that possible.

Damage to Insured Vehicle in Transit. The main risk is sea transit between the British Isles or to the Continent. The vehicle is seldom in transit by road (except under its own power) or rail. Loading and unloading is the chief hazard.

Special Provisions in Connection with "Own Damage" Cover.
UNAUTHORIZED USE. The insured runs the risk of the vehicle being used without his consent. He may not be under any liability for Third Party damage or injury in such circumstances, but his vehicle may be damaged and it may not be possible to recover the loss from the user. In such circumstances the loss should be covered by the policy.

REMOVAL AND PROTECTION. The vehicle may be damaged to

such an extent that it cannot proceed under its own power, and it may have to be left for some time before removal can be arranged. The cost of protection and also of removal should be covered by the policy.

REPAIRS. The greatest possible freedom should be given to the insured with regard to the carrying out of repairs. It has often been suggested that insurance offices should join forces on Accidental Damage Claims and provide their own repair depots. There is not the slightest doubt that this could be done with great advantage to offices and without detriment to the insured—in fact, it should effect a saving in premium for the motorist.

But offices are loth to divert repair work from the trade, and the motorist usually wishes to select his own repairer. Therefore the general practice of offices is not only to employ the ordinary repairer, but to leave the work with the repairer chosen by the insured, so that even the trade connection is left undisturbed.

TYRES. Cover in respect of damage to tyres requires careful definition, as they are, of course, continually sustaining damage in the ordinary intention of use, and it may sometimes be argued that the term "Accidental External Means" includes such damage. Therefore, some offices cover damage to tyres only as the result of an accident causing damage to other parts of the vehicle at the same time. Other offices restrict the cover to damage caused by "Collision" and exclude "Punctures or Bursts."

WEAR AND TEAR. This is always excluded, as, obviously, it is not insurable, but it is often claimed for, and very careful discrimination is necessary if all policyholders are to receive the same just treatment. The "wear and tear" of vehicles of every type is, of course, controlled by the amount of care in upkeep and use. Excessive speed over bad roads produces shocks which sooner or later prove too much for some part or other, and then a claim is sometimes made on the ground of "accident." Parts give way simply because they are worn out and can no longer do their work —thus the sudden application of a brake will disclose a weakness, and a claim is attempted on the contention that if the brake had not been applied there would have been a collision with awful consequences to the office. Parts are broken by rough use or carelessness in handling. Even if it were possible to find a proper

Fig. 12
THE RESULT OF A MEETING AT CROSS-ROADS



premium for it, it would be distinctly against public interest to relieve an owner of the cost of replacement only if the part is allowed to wear to breaking point and not otherwise.

FROST. The freezing of the water in engine "jackets" or in the radiator often results in a cracked casting or burst radiator. This is classed as a mechanical breakage, and is excluded except in those cases in which "Mechanical Breakdown" is insured.

DEPRECIATION. It may be argued that the mere fact that a vehicle has been concerned in an accident will cause depreciation in value, notwithstanding complete and efficient repair. This is not often contended, but such a loss is not insurable and it must be excluded to avoid dispute when these claims occur.

MECHANICAL DEFECTS, MECHANICAL BREAKAGES, MECHANICAL BREAKDOWNS. These various terms refer to breakages due to internal causes apart from Wear and Tear. Slackness, a flaw, overheating, may cause a breakage or "seizure" and result in considerable damage if they happen whilst the engine or the vehicle is at high speed. This is the risk intended to be covered when mechanical breakdown is insured. It is quite distinct from Wear and Tear, and the Mechanical Breakdown endorsement excludes Wear and Tear.

All such defects, breakages, or breakdowns are excluded from the ordinary policy, but it is always made clear that such exclusion does not exclude damage caused by accidents arising from such defects, etc. For instance, if, as the result of an internal breakage, the vehicle collides with a lamp-standard, the collision damage would be covered even though Mechanical Breakdown risk is not insured.

LOSS OF USE. It is necessary to exclude this, otherwise it might be covered under the term "Loss or Damage." As a matter of fact, some provision is made to cover this loss. (*See "Extras."*)

INSURED VALUE. This should always be the maximum value—otherwise an insufficient premium is obtained. The policy should contain a clause limiting the liability to the stated value, so that the office is not called upon to pay more than the sum on which premium has been based. An appreciation in the value of motor vehicles is not unknown, and if an office merely undertakes to make good the loss it may be held liable for more than the value stated by the insured on the proposal.

It is quite a common thing to agree a value to be paid in cash in the event of total loss, but, especially now that the market value is generally decreasing, it is advisable to provide a scale of monthly depreciation and carefully to revise the value at each renewal.

Agreed values are not desirable from the point of view of the moral hazard, and are not at all necessary to the policyholder as nothing could be fairer to both parties than an undertaking to pay the replacement value at the time of the loss, but not exceeding the sum insured.

CLAIMS BY THE PUBLIC.

In the office this is commonly known as "Third Party" risk.

The policyholder is indemnified in respect of his *legal* liability to pay compensation for injury or damage caused "by, through, or in connection with" the insured vehicle. This is liability under Common Law or Lord Campbell's Act—the injured person or owner of the damaged property must prove negligence on the part of the motor owner. (*See Compensation Law*, page 92.) The term "by, through, or in connection with" is necessitated by the fact that negligence may arise without fault in driving or without actual contact—for instance, failure to observe a warning from a person in charge of a horse.

This indemnity used to be (and still is occasionally) subject to a limit per accident. At one time it was as small a sum as £100, but it is now generally *unlimited* in amount.

Spread over a good number of risks the cost of unlimited cover is not very much greater than a limit of £100, because so many claims are settled for less than £100 each. At the same time, a larger cover is very necessary to every motorist as extremely serious accidents do occur and any motorist is likely to be involved at some time or other, however careful he may be. Apart from the ordinary accident hazard, there is also the possibility of heavy Third Party damage and injury through fire arising from the insured vehicle.

It is important to remember that, for the reason given, the premium charged for unlimited cover could not be materially reduced if the cover were limited to £100.

Liability for Injury to Passengers. This is usually included in the Third Party cover under "private" policies. Although

passengers in private vehicles do not pay fares, a liability may fall upon the insured, and it is a very necessary cover. (See Compensation Law, page 92.)

Special Provisions in Connection with "Third Party" Cover.
INSURED DRIVING PRIVATE VEHICLES NOT BELONGING TO HIM.
This contingency is provided for under the Third Party section of the Private "Comprehensive" Policy. The insured is indemnified in respect of Third Party claims whilst *he personally* is driving a private motor vehicle not specified on the policy, provided the vehicle *does not belong to him*. There is no condition as to whether the insured vehicle is also in use at the same time. If the insured has claimed the "Owner only driving" discount on his own vehicle there cannot, of course, be any "running" risk on that whilst he is driving another vehicle—if he has not claimed such discount, then his own vehicle will be covered whilst in use at the same time.

The stipulation that the other vehicle shall not belong to him is obviously necessary in order to prevent the insured obtaining Third Party cover on two vehicles for a premium on one only.

The extension is intended to meet the case of an insured, whilst accompanying a friend in the latter's car, being asked to drive—or of the insured obtaining the use of a car whilst his own car is "out of action."

A RELATIVE OR FRIEND DRIVING THE INSURED CAR. This is the "counterpart" to the preceding extension. The insured may wish to allow a friend to drive the insured car, or he may even require a friend's assistance in driving, perhaps in teaching the insured to drive. The policy therefore indemnifies a relative or friend in respect of his Third Party liability whilst driving the insured car *with the insured's consent*—subject of course to driving licence.

Exclusions from Third Party Cover. The following are excluded—

Injury to any person driving the insured car.

Injury to any person in the service of the insured.

Injury to members of the insured's family or household.

Damage to property belonging to the insured.

Damage to property being conveyed by the insured car.

Damage to property in the custody or control of the insured.

The person driving the car is not necessarily in the insured's service or a member of the insured's family or household, and

obviously should not have the protection of the Third Party indemnity and also be treated as a Third Party, even if it is possible for him to establish a claim against the insured in such circumstances.

Injury to a person in the insured's service must be dealt with under a Workmen's Compensation policy.

Injury to members of the insured's family or household is excluded to prevent the possibility of collusion between the insured and an injured person in whose compensation the insured would be interested. This exclusion is omitted from some policies.

Damage to property belonging to the insured is perhaps an unnecessary exclusion, as it clearly cannot be the subject of a Third Party claim. The insured cannot claim against himself. Such property can only be covered specifically, as the car is under the "Own Damage" section.

Damage to property being conveyed by the insured car must also be specifically insured, as, for instance, rugs, coats, and luggage.

Damage to property in the custody or control of the insured applies to property other than that being conveyed in the car. Property of which the insured is the tenant or bailee comes within the same category as property belonging to the insured.

POLICE COURT PROCEEDINGS AND INQUESTS.

When an accident occurs under circumstances involving the prosecution of the insured or of his chauffeur, or of any person indemnified by the policy, it is not only an advantage to the person indemnified but also in the interests of the insuring office that every possible assistance should be given to the defence. The result of the prosecution may very materially affect any Third Party claim which may arise from the accident. The position is the same with regard to inquests.

PERSONAL ACCIDENT BENEFITS TO OWNER.

These are as under—

£1,000—Death.

£500—Loss of two limbs or sight of two eyes.

£500—Loss of one limb *and* sight of one eye.

£250—Loss of one limb *or* sight of one eye.

These benefits are payable in respect of injury caused "in direct connection with the insured car or whilst mounting into, riding in or dismounting from any other private motor car."



FIG. 13
DOUBLE-DECK OMNIBUS (A.E.C.)



FIG. 14
SINGLE-DECK OMNIBUS (A.E.C.)

It will be observed that the cover is somewhat wider in respect of the insured car than it is in respect of "any other Private Motor Car." The reason is that the insured runs an increased risk in connection with his own car in starting up, filling petrol tank,

changing tyres, and in other ways handling the car without being actually in or on it.

There is usually a stipulation that these benefits are payable to the insured only whilst he is not less than 16 years or more than 65 years of age, but this is not always insisted upon. This is rather an important point for the underwriter. A person of less than 16 years is not a normal risk because he is not likely to take ordinary care of himself. As regards the maximum age, there again the risk becomes abnormal because, generally, when a person is over 65 a comparatively slight accident may cause death in consequence of physical weakness already existing. There are many cases in which these restrictions can be removed, but special inquiry is necessary in all such cases.

MEDICAL EXPENSES.

Up to £10 10s. for each person is allowed when the expense is incurred in respect of personal injury to the insured, the driver, or other occupant, caused by an accident to the insured car.

When the insured has guests with him in his car and an accident occurs causing injury to the guests, the insured feels bound to provide immediate medical attendance at his own expense, irrespective of the cause of the accident, and this benefit was added in the effort to make the policy as "Comprehensive" as possible. It is also a wise provision in that it may sometimes be the means of avoiding a claim under the passenger indemnity.

USE ON THE CONTINENT, ALGERIA, AND TUNIS.

This is allowed for three months in the year. Some offices require notice, but most policies give automatic cover.

This is an exceedingly useful cover, but only very few policy-holders take advantage of it, otherwise it would be impossible to include it at the English rates of premium. The English cover is much wider, and the premium rates are much lower than those quoted in continental countries.

It is important to remember that when the British driver arrives on the Continent he finds the rule of the road reversed, and this not only demands extra care on his part but he is at a disadvantage on account of the "right-hand drive" which his car probably has.

There has been some protest against the "left-hand drive" in the United Kingdom, but the position is exactly the same with British cars on the Continent.

"NO CLAIM" REBATE.

It is customary to allow a rebate on renewal, if no claims are made under the policy for the preceding year. This was instituted with the idea of encouraging the policyholder to renew with the holding office, but this was quickly frustrated by an offer from competing offices to allow the rebate on transfer.

It is difficult to justify either in theory or in practice. Losses must be spread over all premiums, and the average loss per car ascertained for premium basis. Reserves must be provided, and so also must the service which every policyholder expects to be in constant readiness for him. Claims often arise from circumstances entirely beyond the insured's control, and the fact that a claim arises under one policy and not under another is not by any means an indication that the one risk is not so good as the other.

Besides it must be obvious that the *net* premium is the real factor, and therefore policyholders must themselves provide the rebate. In other words, premiums would be cheaper all round if this rebate were not payable.

SUSPENSION OF RISK—CARS "LAID UP."

To meet the case of the insured car being laid up for a considerable time, the policy may be suspended, except for fire and theft risks, and subsequently extended for one half the period of suspension. *Prior* and *written* notice is a very necessary stipulation. The allowance is often claimed after the alleged suspension and without any notice having been given!

At first sight it seems only reasonable that an allowance should be made to the policyholder if he gives the office an opportunity of suspending the policy, but it must be remembered that private cars have always had their "out of use" periods during mid-winter or for overhaul. This must have been reflected in the experience upon which premium rates have been based, and therefore it follows that an average allowance has already been made. Moreover, the allowance is not consistent with the Short Period Table, under which a full year's premium is charged if the period exceeds eight months.

EXTRAS.

Despite the term "Comprehensive," there are further benefits which are usually only included on payment of additional premium. The following are the chief extra items—

Mechanical Breakdown. If this is to be insured at all it should be included in every "Own Damage" cover and charged for, with an increasing "excess" over a certain age. At present it is left to the proposer to decide as to its inclusion, and that means that the selection is usually against the office.

This item was introduced as a result of the number of claims which were made for breakages due to internal causes or to

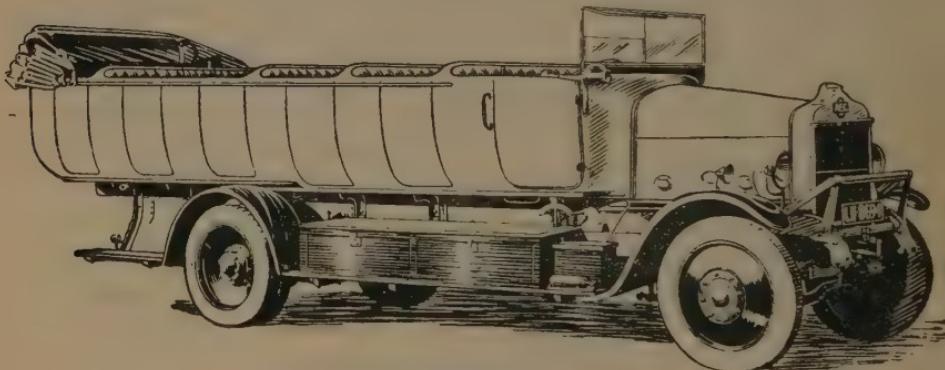


FIG. 15
CHAR-A-BANC OR MOTOR COACH (A.E.C.)

misjudgment or carelessness in operating the car, but which the policyholder contended were "accidental." Every office has such a dislike of anything in the nature of a dispute with a policyholder that it was decided to provide the cover as an "Extra" when required.

The result has not been satisfactory, because the extra cover is seldom asked for, and claims for mechanical breakages are still made, despite the fact that they are not covered.

Compensation for Loss of Use of Insured Car. This is payable at a fixed rate per day during repair of *accidental damage to insured car*, usually £1 per day, limited to a total sum equivalent to one-half the cost of repair.

It is not altogether a desirable extension from the underwriter's

point of view. The fact that the insured loses the use of his car whilst it is under repair is some safeguard in the moral hazard, and, especially if the insured does not suffer any inconvenience or loss, even this compensation is a danger.

It clearly must either reduce the disadvantages of an accident from the insured's point of view or actually produce an advantage.

Hence the necessity for careful restriction of the amount of the benefit.



FIG. 16
STEAM ROAD TRACTORS
(Within Heavy Motor Car Regulations)

Weekly Personal Accident Benefits to Owner. This is merely an extension to the Personal Accident benefits provided in the Comprehensive Policy.

Personal Accident Benefits to Named Members of the Insured's Family. The intention here is to provide similar compensation to that at the disposal of the insured. This applies not only to the insured car but also to any other private car. Minimum and maximum ages are stipulated.

Personal Accident Benefits to Unnamed Passengers. In this case the cover is restricted to the insured car and owner and employees must be excluded. Minimum and maximum ages are stipulated.

Workmen's Compensation Act. The insured's legal liability in

respect of injury to his paid driver may be covered by endorsement of the motor policy.

Loss of or Damage to Rugs, Coats, or Luggage whilst on the Insured Car. This refers to loss by accident to car or by theft or fire to the property of guests as well as of the insured. The loss is covered whether or not the insured is legally responsible.

GENERAL EXCLUSIONS.

Letting Car Out on Hire. Surprising efforts are sometimes made to insure hire cars as private cars, or to do secret hire work with a private car.

Racing, Pacemaking, or Speed Test. These are abnormal risks, and must be excluded and dealt with specially when required.

Loss, Damage, or Liability Arising from Earthquake, War, Military or Usurped Power, Riot or Civil Commotion. Most, if not all, of these hazards can easily be insured, but it is usual to exclude them and assess them according to conditions prevailing whenever cover is required.

Unlicensed Drivers. A person may for various reasons be without a licence to drive a motor vehicle. He may have been guilty of such reckless disregard of the safety of the public as to justify the suspension or cancellation of the licence; he may be below the minimum age; he may have allowed the licence to lapse; or perhaps he very seldom drives a car, and has had no intention of retaining a licence.

In any case, it is necessary in the interests of motorists and the public generally, as well as from an underwriter's point of view, to decline to indemnify the owner who *knowingly* allows his car to be driven by an unlicensed driver. If the car is so driven without the knowledge and consent of the owner, then the owner should be protected by his policy. *See also* page 53.

GENERAL CONDITIONS.

Notice of Accident, Loss, Claim, or Proceedings. This is usually the first condition. To deal efficiently with claims and give the insured the best possible service, the office must be placed as nearly as possible in the same position as that of the insured as regards access to the facts and a complete and immediate knowledge of all the circumstances. Although this must be so obvious to everyone

concerned, it frequently happens that the insured allows unnecessary and serious delay to occur.

The insured cannot be held responsible for failure or delay on the part of his servants or others in informing him (unless it can be shown that he has been lax in instructing them), but it is his duty to notify the office immediately he is aware of the occurrence, and to give the office all possible information and especially promptly to advise the office of any developments.

As a rule, when this delay occurs, there has been no damage to the insured car and the office hears nothing until a Third Party Claim has been made upon the insured (perhaps weeks after the accident), and when the insured's attention is drawn to the point, he will make the excuse that he thought there was no necessity to "trouble" the office unless and until a claim arises.

In the meantime the best opportunity of investigation and the obtaining of evidence has been lost and many a good defence for the insured or his driver has been missed in that way. It must not be forgotten that to defend successfully a motorist it is necessary to have a very complete case.

Insured Must Forward any Letters or Documents. It naturally follows that promptness on the part of the insured in this respect is just as vital as in notifying accidents. Some documents, such as writs, necessitate attention within a stipulated time, and delay might easily be disastrous.

No Repudiation, Admission, Offer, Promise, or Payment may be made by Insured Except by Consent or at Request of Office. This condition is usually very carefully observed. Generally the policyholder is as keen in his defence as if he were not insured, and even without this condition he would do nothing to prejudice the office which is relieving him of the burden of his liability. Nevertheless, it is very necessary that this condition should be plainly stated in the policy, as some policyholders are very thoughtless, if not disloyal.

Insuring Office may Act in the Name of the Insured. Third Party Claims are, of course, directed against the insured, and any proceedings are against him. The office is therefore bound to act in his name and on his behalf.

Actions may have to be taken by the office against Third Parties

for the recovery of a loss for which the insured has been compensated under the policy, and here again it is necessary to act through or in the name of the insured.

The Insured Must give all Assistance Required. The insured is entitled to look for all possible relief, and the office will not trouble him more than is absolutely necessary, but there are many occasions when the insured must take an active part in the claim, and he must be prepared to assist the office when required.

Pro-rata Clause. This is usually included in a motor policy, as it is conceivable that one or more of the risks covered by a Comprehensive Policy may also be insured elsewhere.

Prevention of Loss or Damage. The insured should be called upon to take all reasonable steps to prevent loss of or damage to the insured car, and to keep it in good repair. That is very necessary for the protection of the office in cases in which the insured would welcome the opportunity of making a claim for loss of or damage to the car. There is also a duty to the public, for many serious accidents have occurred through neglect in upkeep of motor vehicles.

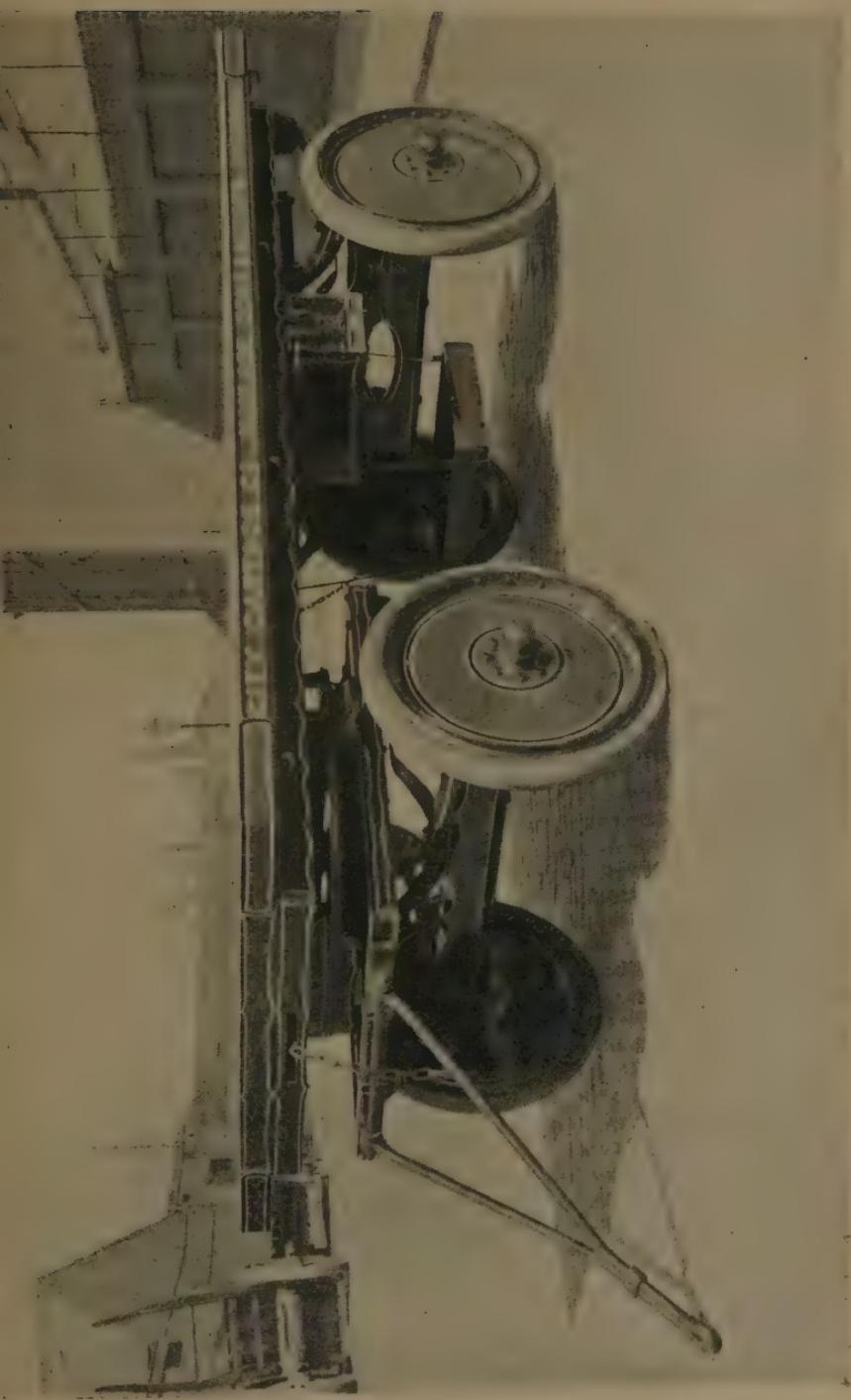
It has been suggested that insurance offices should not relieve the insured of the consequences of his own extreme misbehaviour. For example, he may incur very heavy Third Party liabilities through driving his car whilst he is in a state of intoxication. There are several points to be considered—

A Third Party indemnity is of no value at all if it excludes the consequences of the negligence of the insured or of his servant.

It would be impossible to fix any degree of negligence as the maximum liability of the office under the Third Party section. The insured can reasonably be asked to show that he has used ordinary care in the protection and upkeep of his own car, but it is difficult to see how any further condition as to carefulness can be made under the Third Party section.

It certainly would not be in the interests of the public for insurance offices to refuse to cover the consequences of such misbehaviour. Bearing in mind the penalties of imprisonment, fines, and cancellation or suspension of licence, all of which must fall upon the driver personally, it is not likely that such refusal by insurance offices would have any deterrent effect. It is reasonable to assume that these extreme cases arise from an

FIG. 17
TRAILER
(Note triangular drawbar to keep trailer in track with hauler)



accidental association of circumstances which would be unforeseen, whether the guilty person had been insured or not. The danger to the public would more likely be in the absence of insurance, for there is some consolation in compensation, and there might be no funds if there is no insurance.

A man with a bad record of accidents would find it difficult to obtain insurance even if he were still able to obtain a licence to drive, *but there is not much to prevent a man driving without a licence or insurance.*

Right of Office to Examine Car. This could not very well be disputed when a claim is being dealt with, but there may be other occasions, and it is necessary for the office to have free access to the car "at all times."

Cancellation of Policy. As a rule the office reserves to itself the right to cancel on seven days' notice by registered letter and return of unexpired premium. It is also usual to give the insured the same right subject to "Short Term" rate charge for period of cover.

This clause is sometimes objected to on the ground that the policy is issued for one year and cancellation may place the insured in a difficulty, but a straightforward proposer or policyholder has nothing to fear from it. It is intended solely for the protection of the office in the case of a policyholder proving to be undesirable. A very questionable claim, or the discovery of attempted misrepresentation on the proposal, are instances in which the cancellation clause may be regarded as necessary.

Offices would find it to be against their own interests to use this clause except in extreme cases.

Arbitration. The aim of every office is to provide a policy free from the possibility of any dispute and, further, in case a dispute does arise, to provide the most pleasant, inexpensive, and efficient means of settling it. Accordingly, it is the practice of most offices to include an arbitration clause in motor policies.

SPECIMEN COMPREHENSIVE POLICY FORMS.

The specimens given on pages 40-43 show two different methods of specifying the "Own Damage" cover.

PRIVATE MOTOR CAR POLICY

(First Specimen)

SITES D'ONDE

Registered Letter and Number of each Car.	Name of Maker and Date of Manufacture.	Maker's Number	Horse Power	Insured's Estimate of Present Value, including accessories	PREMIUM . . . f----;----;	Policy Number.	Renewal Date.
							NET PREMIUM . . . f----;----;

WHEREAS -

of _____ which the Insured has agreed shall be the basis of this Contract
hereinafter called "the Insured") by a Proposal and Declaration dated _____ Company (hereinafter called "the Company") for the Insurance herein after contained and has paid or agreed to pay the Premium stated herein as consideration for such insurance in respect of Accident Loss or Damage actually occurring during the period commencing at noon of the _____ and ending at noon of the _____ or during any period for which the Company may accept payment for the renewal of this Policy.
Now thus Policy Witnesseth that during the period aforesaid the Company will subject to the Terms Exceptions and Conditions contained herein and endorsed in the Schedule hereto (hereinafter referred to as "the said Car") which expression where the context permits includes the Insured in respect of any Car described in the Schedule hereto (hereinafter referred to as "Cars") and Associate Cars, and vehicles, and accessories thereto.

二二

Loss or damage to the said Car whilst in or out of use or in transit by whatever cause such Loss or Damage may be occasioned. The value as stated in the Schedule hereto shall be the maximum amount payable by the Company in respect of Loss or of Damage, Company may repair or replace the said Car or any part thereof or pay to the Insured the reasonable market value at the time of such Loss or Damage.

—SNOWJAY

- EXCLUSIONS**—(A) Punctures or Bursts of Tyres.
(B) Loss of or Damage to the said Car or any part thereof by Frost, Wear and Tear, Depreciation, Mechanical Defects, Breakages or Breakdowns.
(C) Loss of use of the said Car during repairs.

SECTION II

All sums which the Insured shall become legally liable to pay as compensation in respect of

- (a) Accidental bodily injury (fatal or non-fatal) to any person or persons not by the Insured's service or driving the said Car.
- (b) Accidental damage to property not belonging to the Insured or in his custody or control nor being conveyed by the said Car where such injury or damage is caused by through or in connection with the said car.

EXTENSION OF BENEFITS—

- 1) Under this Section the word "Insured" shall include any relative or friend of the Insured while driving the said Car with the Insured's general knowledge and consent provided such relative or friend is a duly licensed driver.
- (2) This Section is extended to indemnify the Insured while driving a Private Car not belonging to him.
- (3) The Company will pay all costs and expenses recoverable from the Insured by any claimant and all costs and expenses incurred with the consent of the Company in connection with any claim for compensation or for representation at any Coroner's Inquest or Fatal Inquiry or for defending in any Police Court any Police proceedings that may be taken against the Insured or any person driving on the Insured's behalf in respect of the driving of a Car at the time of an accident which may be the subject of Indemnity under this Section.

SECTION III

If the Insured, whilst not less than 16 and not more than 65 years of age, shall sustain in direct connection with the said Car or whilst mounting into dismounting from or travelling in a Private Motor Car not belonging to the Insured any bodily injury caused by violent accidental external and visible means and if such injury shall solely and independently cause within three calendar months from the occurrence of the accident cause the death of the Insured or disablement as hereinafter defined, then the Company shall pay to the Insured or to his legal personal representatives—

1. In the event of death	£1,000
2. In the event of total and irrecoverable loss of all sight in both eyes	500
3. In the event of total loss by physical severance at or above the wrist or ankle of both hands or both feet or of one hand and one foot	500
4. In the event of total loss by physical severance at or above the wrist or ankle of one hand or one foot together with the total and irrecoverable loss of all sight in one eye	500
5. In the event of total and irrecoverable loss of all sight in one eye	250
6. In the event of total loss by physical severance at or above the wrist or ankle of one hand or one foot	250

Payment shall be made under one only of sub-sections (1) to (6) above and the total liability of the Company shall not in the aggregate exceed the sum of One Thousand Pounds.

EXCEPTION—

The Company shall not be liable under this Section in respect of death or injury caused by or arising wholly or in part from suicide or self injury or attempts thereto or disease.

SECTION IV

If the Insured or his paid driver or any other occupant of the said Car shall sustain any bodily injury in direct connection with the said Car caused by violent accidental external and visible means, the Company will reimburse the Insured the medical expenses in connection with such injury up to the sum of Ten Guineas in respect of each person.

SECTION V

This Policy shall extend to apply while the said Car is temporarily on the Continent of Europe or in Algeria or in the Protectorate of Tunis (including transit thereto or therefrom by any Short Sea Route) for a total period not exceeding one-fourth of each period of insurance.

PRIVATE MOTOR CAR POLICY (First Specimen—*contd.*)

SECTION VI

In the event of the said Car sustaining damage insured by this Policy the Insured may at once give instructions for any repairs immediately necessary to be commenced provided an estimate is forthwith sent to the Company for their approval but without sustaining further damage the Company will pay the reasonable cost of protection and of removal by proper means to the nearest repairers.

SECTION VII

In the event of no claim being made under this Policy in any year of insurance a reduction of ten per cent will be allowed from the net amount of the next Renewal Premium.

GENERAL EXCEPTIONS—

(A) Accident Loss or Damage caused or sustained while the said Car is let out on hire or is engaged in racing or race-making or speed test or is being used otherwise than for private or professional purposes or arising outside the United Kingdom, the Channel Islands or the Isle of Man except as provided for above or whilst the said Car is being driven with the general consent of the Insured by any person who to the Insured's knowledge is unlicensed or disqualifed at the time from holding a licence.

(B) Accident Loss or Damage occasioned by or happening through Earthquake War Riot Civil Commotion Military or Unsewed Power.

GENERAL CONDITIONS—

(1) In the event of any accident or of any claim or civil proceedings against the Insured or in the event of any prosecution in respect of the driving of any Car by or on behalf of or with the consent of the Insured notice shall be given in writing to the Company immediately the same shall come to the knowledge of the Insured or the Insured's representative. Every letter claim writ summons or process shall be notified or forwarded to the Company immediately on receipt by the Insured. In the event of the Insured sustaining any bodily injury which would entitle the Insured to claim under this Policy immediate notice shall be given in writing to the Company.

(2) No repudiation admission offer promise or payment shall be made by the Insured without the written consent of the Company who shall be entitled if it so desires to take over and conduct in the name of the Insured the defence of any claim or to prosecute in the name of the Insured and the Insured shall or Damages or otherwise against any Person and shall have full discretion in the conduct of any proceedings and in the settlement of any claim and the Insured shall give all such information and assistance as the Company may require.

(3) If at the time any claim is made under this Policy there is any other existing insurance covering the same Loss Damage or Liability the Company shall not be liable to pay or contribute more than its ratable proportion of such Loss Damage or Liability. No Liability shall arise until the premium due has been paid and accepted. This Policy shall not be assigned without the written consent of the Company.

(4) The Insured shall take all reasonable steps to keep the said Motor Car in good repair and condition and to safeguard the same from loss or damage and the Company shall have at all times free access to examine the said Motor Car.

(5) The Company may cancel this Policy by giving seven days' notice by registered letter to the Insured's last known address and in such event will return to the Insured the premium less the *pro rata* portion thereof for the period it has been in force or the Policy may be cancelled at any time by the Insured on seven days' notice (provided no claim has been made during the then current period of insurance) and the Insured shall be entitled to a return of the premium after deduction of the authorized short period rates for the time it has been in force.

(6) If any difference shall arise between the Company and the Insured such difference shall be referred to Arbitration and the obtaining of an Award in such Arbitration shall be a condition precedent to any liability on the part of the Company hereunder. The due observance and fulfilment of the Provisions and Conditions of this Policy so far as they contain anything to be done by the Insured and the truth of the statements in the said Proposal shall be a condition precedent to any liability of the Company to make any payment.

(Second Specimen)

PRIVATE MOTOR CAR POLICY

NOW THIS POLICY WITNESSETH that in consideration of the payment to the Company of the within mentioned premium in respect of the period from 12 o'clock noon of the.....day of

to 12 o'clock noon of the.....day of.....

(and during any further period for which the Company shall accept a premium) the Company will subject to the Terms, Exceptions and Conditions contained herein or endorsed hereon indemnify the Insured his Executors or Administrators in respect of any Car described in the Schedule hereto against

SECTION I.—LOSS OR DAMAGE.

Damage to such Car and/or its accessories or spare parts (including spare tyres) in on or about the Car by

- (a) Accidental external means.
- (b) Fire, Self-ignition, Lightning or Explosion.
- (c) Malicious act.

Loss of or damage to such Car and/or its accessories or spare parts (including spare tyres) in on or about the Car by Theft, Burglary, House-breaking or Larceny or any attempt thereat.

All other cover and also the Exceptions and Conditions are as in first specimen.

MISCELLANEOUS COVER ON PRIVATE CARS.

Private Car policies are not always on the Comprehensive form. They are occasionally issued to cover "Third Party" only, or "Third Party," fire and theft, etc. But it is very seldom that a policy is issued for "Own Damage" only, for the following reasons—

Although "Own Damage" risk is probably more costly per car when the losses are averaged, the possibility of extremely serious loss to the individual owner is far greater under the "Third Party" hazard, and it is difficult to imagine an owner deciding to insure his "Own Damage" and not his "Third Party" risk. The reverse is easily understood, because the greatest loss under "Own Damage" is limited to the value of the car and accessories, whereas there is no limit to the amount of the "Third Party" liability at Common Law.

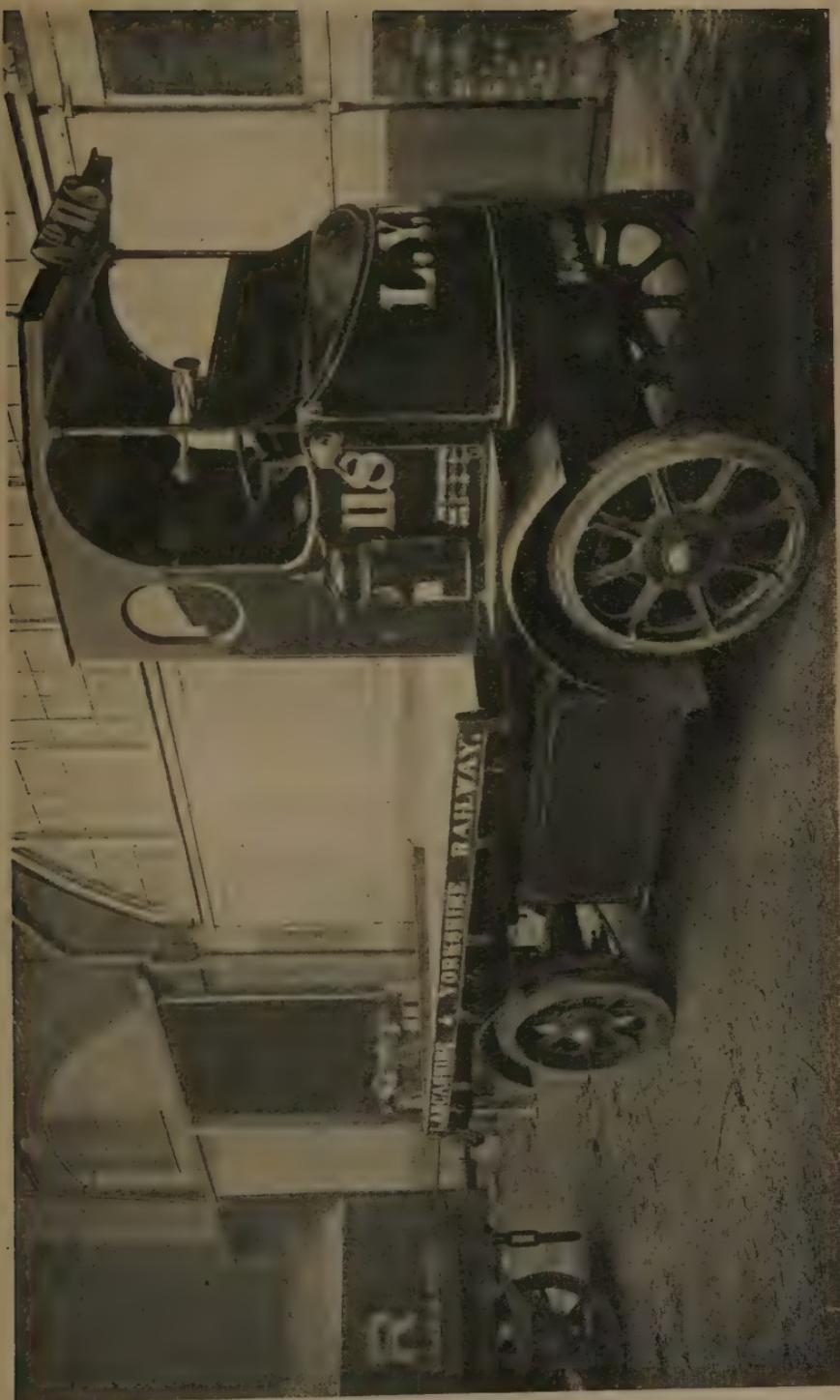
Offices do not find it easy to carry "Own Damage" risk without control of the "Third Party" hazard. The two are often intertwined, and there might easily be a conflict of interest between the insured and the office. The owner carrying his own "Third Party" hazard might wish to avoid the possibility of a troublesome claim by making a small payment, but the office may consider they have grounds for a claim for recovery (of the cost of repairing the insured car) from the "Third Party" and would object to such action by the insured. When the office carries "Third Party" only, there is no fear of the insured taking any prejudicial action with regard to his "Own Damage" loss. He might claim upon the Third Party, but that would be more helpful than otherwise to the office.

These remarks apply only to "running" risks and not to "silent" risks. It is not at all unusual to give full "Own Damage" cover without "Third Party" on cars whilst laid up. There can then be no Third Party hazard of such a nature as to embarrass the office.

THE COMMERCIAL COMPREHENSIVE POLICY.

This is necessarily very different from the Private Policy. There is such a variety in the type and use of commercial vehicles as to

Fig. 18
ELECTRICAL HEAVY GOODS LORRY



make it impossible to provide a form of policy to meet all the requirements of every kind of business.

Therefore, the Commercial Comprehensive Policy merely gives the common "Third Party" and "Own Damage" cover and leaves the rest to be provided as required by endorsement. There are, however, several special points to be noted in connection with this policy.

These points are as follows—

Loss of or Damage to Vehicle. *Damage to tyres covered only when the vehicle is damaged at same time.*

This is a very reasonable stipulation bearing in mind the much greater possibility of tyre damage—and it gives all the cover that should be required.

A limit of £10 is placed on repairs which the insured can put in hand without the consent of the office.

A good many commercial vehicle owners carry out their own repairs and therefore an agreement beforehand is desirable, and it has not been found necessary to give the same privilege that is given to private car owners.

Mechanical breakdown is not accepted even at an extra premium.

The main reason seems to be that offices have stopped short at private cars. This risk has never been popular among offices, and, as already explained in connection with private car insurance, offices were practically forced to take it. Certainly there is sterner use with a commercial vehicle and consequently greater strain, but it is difficult to find logical reasoning for the acceptance of mechanical breakdown under private policies and its utter exclusion from commercial policies. Offices are faced with exactly the same unsatisfactory position with regard to claims. Payments are frequently made under commercial policies for mechanical breakages.

"Own Damage" resulting from boiler explosion is excluded.

This arises from the use of heavy steam vehicles and is provided for under a boiler policy including an inspection service.

Riot and civil commotion risk is never included without additional premium.

Ordinary transport vehicles are very exposed to damage in case of strikes and public disturbances.

Claims by the Public. Passenger risk is excluded.

Unlike private cars, a large proportion of commercial vehicles are not used for passenger carrying, and it would be unfair to owners to spread the cost over all commercial vehicles. Therefore, it is treated as an extra when required.

Damage to property.

This is usually subject to a limit of £10,000 per accident but unlimited in the year. Unlimited cover is not given because of the much greater possibility of very heavy Third Party damage, especially that caused by fire arising from the insured vehicle. It is easy to imagine that, with certain classes of load and the vehicle getting out of control, a collision with a large building might have disastrous consequences, and unlimited cover cannot be so freely given. This limit of £10,000 can be increased to any sum required on payment of additional premium.

Loading and unloading, and goods falling off.

This is included in the "Third Party" hazard without additional premium. "Loading and unloading" is intended to apply to the *operation* of putting the goods on to the vehicle or taking them off. It does not mean the carrying of the goods from the vehicle into the premises to which they are to be delivered, or *vice versa*. (See Extras.)

"No Claims" Rebate. *In the case of a policy covering more than one vehicle, this rebate is allowed on EACH vehicle free of claims.*

This differs from the Private Policy because no discount is given for more than one vehicle being covered under one policy if they are all to be in use at any one time.

Extras. Collection or delivery of goods.

As an extension of Third Party cover in connection with loading and unloading. This is the risk between the vehicle

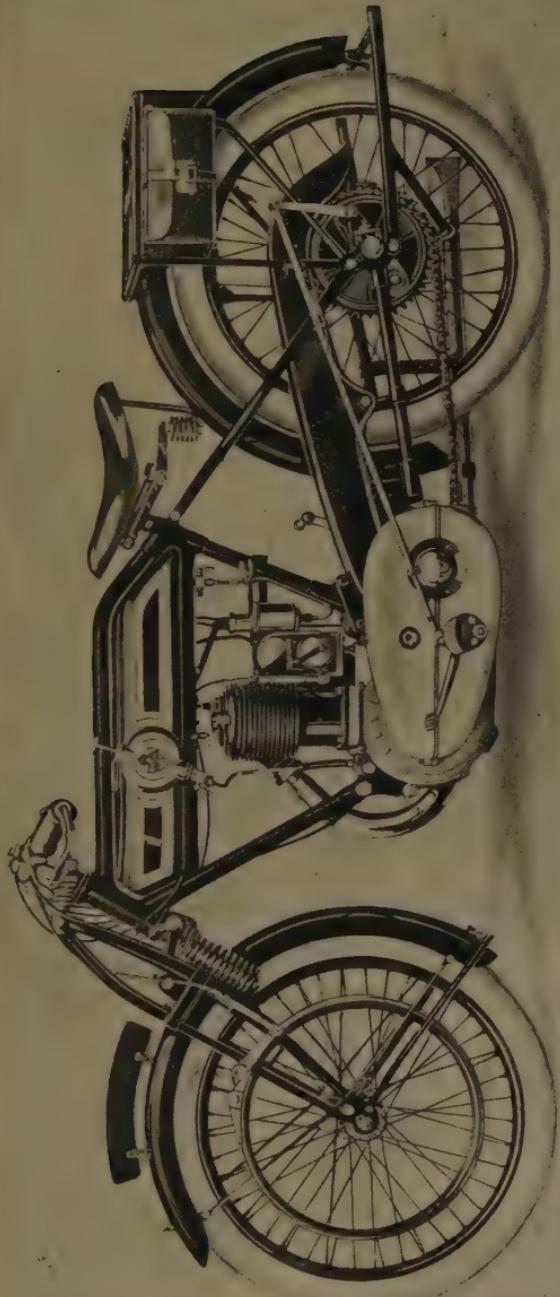


FIG. 19
MOTOR CYCLE (ROVER) FOR "SOLO" OR "SIDE-CAR"

and the spot at which the insured's men deposit or pick up the goods. It is not often required, and that is why it is treated as an extra.

Loss of use during repair of damage covered by policy.

This is payable at a fixed rate per day, not exceeding cost of repairs, and whether or not the insured incurs the cost of hiring another vehicle.

Spark risk.

This refers to only the Third Party hazard. If the policy covers the vehicle against fire it would include damage to the vehicle by sparks. The risk contemplated by this "Extra" is that of claims by the public for injury or damage, and is only required in connection with heavy steam vehicles. Most offices make it a condition that a spark arrester shall be fitted, but this does not greatly reduce the risk, for the simple reason that it is only a kind of "sieve," and sparks have a better chance of escaping than of being arrested. Nevertheless it is a condition worth having.

Passenger risk.

This can exist on many different types of commercial vehicle, but it is chiefly required in connection with public or private hire vehicles. The risk consists of the carrier's legal liability for injury to persons (not in his service) whilst entering, riding in, or leaving the vehicle.

Goods in transit.

This has become the common term for goods being carried on the insured vehicle. An "All Risk" cover has been granted, and no doubt still is in some circumstances, but generally the results are very unsatisfactory. Consequently, the motor department in most offices accepts the risk only in respect of damage caused by the carrying vehicle being in collision, and, as a rule, the risk is not accepted alone, but dealt with as an extra to the policy covering the vehicle. The goods may be the property of the insured, or he may be carrying them for other people.

The risks of fire and theft are freely accepted, but should be left to the fire and burglary departments for special treatment from the point of view of each department, as it is difficult to find one classification suitable to all risks. The greatest hazard under the fire risk would be represented by a class of goods totally different from that under which the theft risk would be greatest, and in a like manner the collision risk would differ from both.

General Exceptions. *Liability under contract.*

A policyholder may not indemnify another person without the consent of the insuring office. It is not likely that any policyholder would give an indemnity in any direct fashion, but in the ordinary course of his business he enters into contracts which include indemnity clauses of all kinds, and it is very necessary that he should give the office an opportunity of examining and approving anything which may extend their liability.

Damage to roads, etc., by weight of vehicle or vibration.

Roadways are intended for general use by the public, but, if any one road is used mainly by one vehicle proprietor and his vehicles are of the heavy type, and it can be shown that such roadway has been damaged beyond the average rate of "wear and tear," such proprietor is legally liable to make good the damage and is not entitled to ask the general body of ratepayers to bear the expense. This liability is dealt with under the "Locomotives Acts," and is described as "extraordinary traffic."

It is difficult to see how such a liability can be insured. It could only be done by "spreading" the risk over a fairly large class, and that would be very unjust to the majority. If office attempted to accept the liability in individual cases the "selection" would be always against the office. Applications would arise only when the liability was likely to arise.

Claims may also arise from broken water or gas mains, or for damage to other structures underneath the roadway. These are generally excluded from the policy, but one seldom hears of such damage nowadays, and no doubt the great improvement in road construction and the laying of mains is responsible for this infrequency.

Excessive load.

The overloading of the vehicle certainly increases the hazard, and this is a reasonable exclusion if not too strictly used. As a matter of fact the office would not be likely to be aware of any but extreme cases.

United Kingdom limit.

All commercial vehicle policies are limited to the United Kingdom (including Channel Islands), but European extensions are frequently asked for and freely given for additional premium.

Driving restricted to insured or his employees.

As a rule this restriction is only made in connection with private hire risks, as the hirer may wish to drive and take full possession of the car. It is not suggested that such conditions cannot be accepted, but they should be treated separately and not generally. The owner who only lets out his cars with his paid driver in charge certainly deserves preferential treatment.

Unlicensed drivers. (See also page 34.)

The intention of this exception is to place upon the insured the obligation of seeing that his drivers are properly licensed. This is important to the insuring offices for two reasons—

A driving licence should provide some evidence as to the holder's record when he is being engaged.

When a serious accident occurs a policeman is usually brought to the scene and he invariably asks to see the driver's licence. If the driver is without one, or it is out of date, he is prosecuted, and that will not help the defence of any Third Party claim that may arise from the accident.

It is very possible that in the near future applicants for driving licences will have to undergo some test of their ability to drive, as is required in France. In fact, in France a photograph of the licensee must be attached to the licence. Even if there is no driving test in England, there will probably be some inquiry as to physical fitness.

All these considerations make this exception an important one.

Unauthorized drivers.

The previous exception as to unlicensed drivers, and any other exceptions of the kind, can be applied only in those circumstances in which the insured has an opportunity of acting. If, without the insured's knowledge and consent, a person who is unlicensed or not in the insured's employ drives one of the insured vehicles, the policy would protect the insured.

General Conditions. These are very similar to those already explained under the heading of Private 'Comprehensive Policy.'

THE "MOTOR TRADE" POLICY.

This differs from the ordinary Commercial Vehicle Policy in the following respects—

Loss of or Damage to Insured Vehicle. *Accidental damage is usually restricted to that caused by collision or impact.*

The reason for this is that it is considered that in the course of manufacture, repair, or testing there are various possibilities of breakage which are not ordinary hazards, but which it might be difficult to exclude under the term "Accidental External Means," or by the exclusion of wear and tear, mechanical breakage, etc.

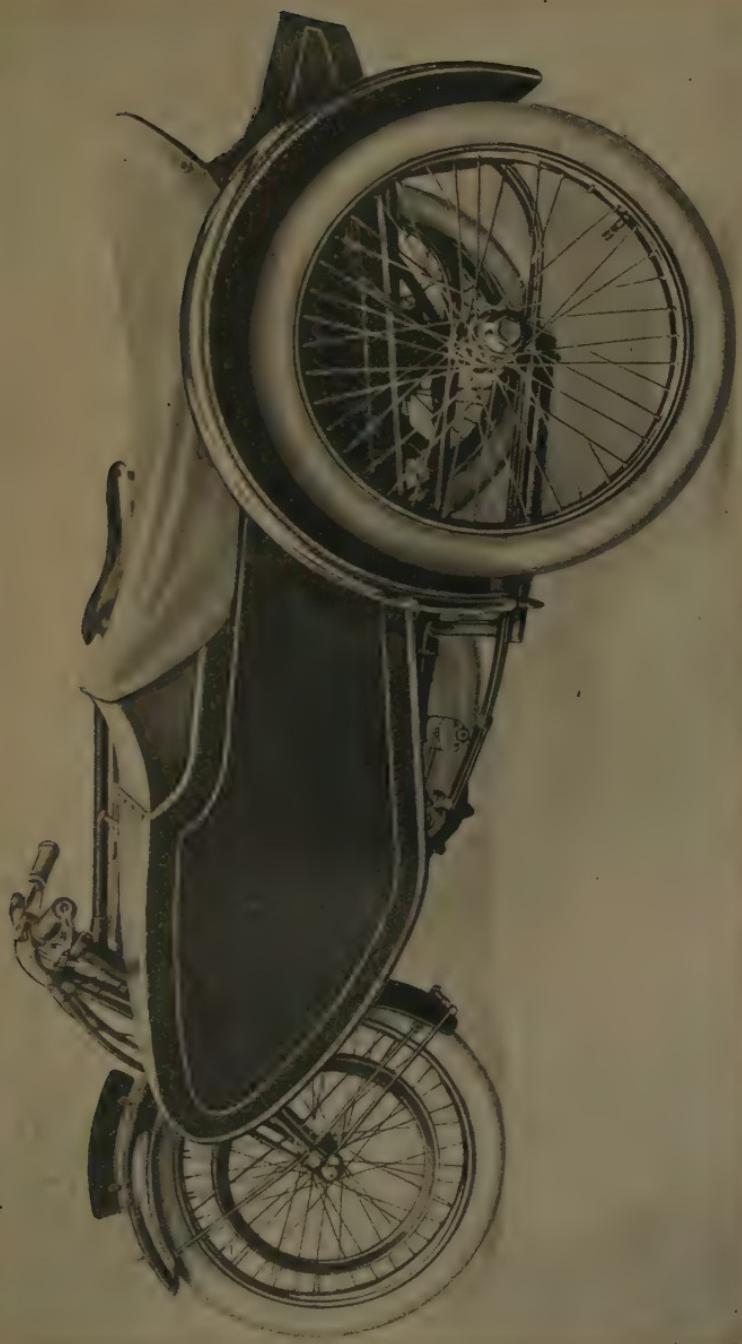
In the theft risk, accessories are covered only when stolen with the vehicle.

This applies chiefly to vehicles under repair or in garage. It must be remembered that in such cases the insured is often not the owner and the question of liability arises. Experience has shown offices that disputes occur between the insured and the owner of the vehicle as to alleged missing articles, and as these disputes can easily be avoided, either by a record of the articles or by security under lock and key, it is not thought advisable to give a cover which is so open to collusion and productive of dispute.

Any loss or damage occurring on the premises owned by or in the occupation of the insured is excluded.

The insured vehicles cannot be specified ; they are constantly changing as regards both number and type. There may be an average of fifty vehicles on the premises, but an average of only five on the road at any one time. Consequently it is to the advantage

FIG. 20
MOTOR CYCLE (FIG. 19) WITH SIDE-CAR



of the trade to pay premium on the number "on the road at any one time" and not on the vehicles on the premises. That being so, it is necessary to confine the risk to the "road." The fire and theft risks on the premises can be easily covered under a separate policy with a maximum sum insured, a maximum per vehicle, and an "average" clause.

Claims by the Public. For the reasons already stated, this risk is also "ex premises."

General. Except as regards provision for the basis of rating (tickets, trade number plates, named drivers, or average—see "Rating") and the points already dealt with, the conditions of the Motor Trade Policy are very similar to those of the ordinary Commercial Policy and do not require further explanation.

"EXCESS" POLICIES.

These are policies under which the loss first falls upon the insured up to a stipulated sum. In other words, the insured bears the first £5, £10, £25, or other amount of the total cost of any one accident.

Offices have been known to accept the *whole* loss when it exceeded a certain sum. For instance, if £5 were the stipulated sum to be borne by the insured, any loss not exceeding £5 would be payable by the insured, but if it could be made up to £5 0s. 1d., the office would be liable for the whole sum. Needless to say, the results were not always satisfactory for the office, and that system is not often met with now.

It was also the custom to apply the "excess" to each and every claim, so that, if there were two Third Party claims in connection with one accident, the insured had to pay the first portion of each claim, or, if in addition to a Third Party claim, the insured car were damaged, the "excess" would apply separately to each section. Very few policyholders realized the possibility of their having to pay their portion more than once in connection with one accident, even if more than one claim were involved, and it has now become the practice to apply the excess to each *accident* and not to each *claim*.

It is often contended that it would be to the advantage of offices

if "Excess" Policies were not *offered* but were *imposed* at the discretion of the office as a remedial measure in risks where the experience has been consistently bad on account of the number of claims, or because of age of car, or other circumstances in which an "Excess" would in effect be superior to an increased premium.

"Excess" Policies can only be attractive to the best type of insurer—the careful man—and his premium is wanted in full if a fair average is to be obtained.

THE MOTOR CYCLE POLICY.

Cycles Owned and Used Privately. For reasons already explained, this is a very "plain" policy. The following cover is provided by the Comprehensive form—

CLAIMS BY THE PUBLIC. The cover is unlimited in amount but it excludes passengers. The insured is indemnified whilst driving a motor cycle not belonging to him provided his own is out of use.

LOSS OF OR DAMAGE TO CYCLE (INCLUDING SIDE-CAR). Included in this form are accident, fire, self-ignition, lightning or explosion, theft, burglary; housebreaking or larceny, malicious acts, transit.

Theft of accessories or spare parts is covered when they are stolen with the cycle.

Damage to tyres is covered when the cycle is also damaged at the same time.

Damage to accessories by accident or fire is covered *whether or not* cycle is damaged.

SPECIAL RESTRICTIONS. The policy excludes passenger carrying unless a side-car is attached to the cycle. This is to provide for the special treatment of "Pillion" riding.

The policy restricts the driving to the insured.

EXTRAS. Under this heading come: Continental cover; personal accident benefits to owner or passengers; legal liability for injury to passengers; additional drivers (no extra is charged if a named driver is to be covered in place of the insured); passenger carrying without side-car.

Cycles Used for General Business Purposes. As the private policy is confined to the bare Third Party and Own Damage risks, there is very little difference between that and the Commercial Policy.

The following are the only points of difference—

The Commercial Policy contains : Warranty as to use according to the class under which the cycle is rateable ; cycle may be driven by the insured or any licensed driver in his employ.

This policy is used for every class of commercial cycle risk, with the exception of the cycle trade.

Cycle Trade Risks. A special policy is used on exactly similar lines to that described for motor vehicle trade.

The explanations with regard to the motor vehicle forms apply to this form also, and there is no need for any special comment.

CHAPTER III

THE PROPOSAL FORM

PRIVATE CARS.

PROPOSAL forms in the case of private cars and commercial vehicles will now be considered.

The form on the opposite page illustrates the kind of particulars required in the case of private cars, and the questions in this proposal are enumerated below.

Particulars of Car to be Insured. These are required for identification of the car at risk, and the assessment of premium. These details are of great importance and care should be taken to see that they are complete.

QUESTIONS 1 AND 2. Age of proposer is required in connection with personal accident benefits. It is necessary to know the proposer's occupation; he may be a motor car dealer or a commercial traveller, and in those cases it would be necessary rigidly to exclude "personal business use" altogether.

QUESTION 3. It may be thought that the form should so clearly show the scope of the cover as to make this question unnecessary, but experience has shown that the question should be put to avoid the possibility of any misunderstanding. It will be seen that at the end of the question, in brackets, a reference is made to an explanation of the meaning of the term "private or professional purposes," and this should entirely exclude the possibility of any dispute on a term which might be construed greatly to the disadvantage of the office.

QUESTION 4. This also is precautionary. It is not advisable to rely merely on the deduction of the discount, as it is found that some of the proposers who decide to take advantage of this discount will nevertheless allow other persons to drive, and, if an accident then occurs, it is very necessary that there should be no room for doubt as to the insured's intention.

QUESTION 5. This is necessary not only in respect of the

PARTICULARS OF CAR TO BE INSURED

Maker's Name and Type of Body.	Letters and Number.	Maker's H.P. and H.P.	Treasury H.P.	Date of Make.	Date of Purchase.	No. of Seats including Driver.	Original Cost.	Price Paid by Proposer.	Proposer's Estimate of Present Value Including Accessories.	Schedule Premium. £ s. d.
1.										
2.										
3.										

1. Proposer's Name (in full) _____
 2. Address _____ Occupation _____
 3. Will Car be used solely for private purposes? (See explanation) _____
 4. Is Driving to be restricted to owner or any one named person other than a paid servant? (See Rebates) _____
 5. Do you suffer from any physical infirmity, defective vision or hearing? _____
 6. Have you or your driver been convicted of any offence in connection with the driving of any Motor Car or Cycle? _____
 7. Are you now or have you been insured in respect of any Motor Vehicle? If so, state name of Company or Underwriter _____
 8. Has any Company or Underwriter
 (a) Declined your Proposal? _____
 (b) Increased your Premium because of claims experience? _____
 (c) Required you to carry the first amount of any loss? _____
 (d) Refused to Renew your Policy? _____
 (e) Cancelled your Policy? _____
 9. How many accidents have occurred to or through this or any other Car owned by you? _____
 10. If Comprehensive Policy is not required give details of proposed Insurance Policy to commence at noon on the _____ day of _____ for one year.

DECLARATION

I do hereby declare that the Car described is and shall be kept in good condition and that the answers above given are in every respect true and correct and I hereby agree that this Declaration shall be the basis of the Contract of Insurance between the Company and myself, and I agree to accept a Policy of Insurance according to the above Proposal, subject to the terms, exceptions and conditions to be expressed in and on the Policy.

Dated at _____ this _____ day of _____

Signed _____

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Personal Accident Benefits, but also to provide an opportunity for the office to consider the effect on the driving hazard.

A proposer minus a limb or an eye, or with deformity or disease, may be an abnormal risk for Personal Accident cover under a motor policy, either through less power of self-protection or a greater liability to a fatal result. If a limb or an eye is missing the benefits must be revised, so that the loss of the other eye or another limb does not entitle the insured to compensation for loss of two eyes or two limbs or one of each.

As regards the driving hazard, the loss of a limb or an eye may seriously affect the risk. The loss of a leg is not so serious as the loss of an arm; the pedals can be connected and adjusted so as easily to make up for the loss of a leg, but the loss of an arm, and especially the *right* arm, makes driving very difficult, although even that loss is not an insuperable difficulty. The loss of the right eye is a more serious handicap than the loss of the left eye. Of course, these questions arise only if the proposer is to drive.

QUESTION 6. This is all-important, particularly with respect to the proposer's own record. The paid driver can be replaced, but if the proposer's own record is bad the hazard is greatly increased if only by the prejudicial effect on the defence of any Third Party claim. In cross-examination, plaintiff's counsel is certain to ask as to previous accidents, convictions, etc.

QUESTIONS 7 AND 8. These are very closely allied. If the answer to No. 7 is in the negative, then only No. 8 (a) needs an answer.

The intention of these questions must be very obvious to a proposer, and if he feels that the truth may place difficulties in the way of insurance (he has perhaps already told the truth to another office and been refused), he will probably endeavour to avoid answering them, or will give indefinite answers. But indefinite answers sometimes defeat themselves, and very definite but untruthful replies are given and are only to be discovered by inquiry at the time of proposal or when a claim arises.

QUESTION 9. In the event of there having been previous insurance the proposer is not to be expected to give a full and correct answer, because, although he should know the number of accidents, he may not be aware of the amount paid. It is, nevertheless, a very proper and sensible question, as there are cases in which the



FIG. 21
TOURING BODY ON 18/22 Hotchkiss

proposer has previously carried his own risk or been only partly insured.

THE DECLARATION. As the risk is declined or accepted and assessed on the information given in the proposal form, it is necessary to obtain the proposer's declaration that the answers to the questions are true and correct, so that if the information is subsequently found to be incorrect the office is not bound to accept liability.

GENERAL. As a rule the proposal form is part of a prospectus, in which full details are given as to premium rates and extent of cover.

It is very necessary that the prospectus should be quite clear as to the cover to be provided. Cover notes frequently have to be issued before the policy is prepared, and if in any dispute it can be shown that the terms of the prospectus might be construed to exceed the policy, the office may have to go beyond the policy.

COMMERCIAL VEHICLES.

The usual form of proposal for this class of vehicle is shown on pages 66 and 67.

It is a very simple form although it appears to be very exhaustive in its detail, but it must be remembered that it has to meet the requirements of many different classes of vehicles, and it would be impracticable to have a form for each class. In fact, if there were more than one form the office would seldom get the correct information, for, notwithstanding the importance of the proposal form, it is often looked upon as a nuisance by proposers and agents, and many proposals would be received on incorrect forms.

The details of this form cannot be explained here without a great deal of repetition. The general treatment of the subject in various parts of this book should make it easy to understand the object of every detail in this proposal form.

PARTICULARS OF VEHICLES TO BE

1	Full Name of Proposer	
	Address or Registered Office	
2	Occupation or Trade	
3	Full Particulars of Purposes for which Vehicles will be used	
4	General Nature of Goods to be carried	
5	If for Passenger Carrying state whether for Public or Private Hire and if for Public Service give Routes	
6	State Town or Locality in which Vehicles will generally be used	
7	If a Steam Vehicle— (a) Is a Spark Arrester fitted ? (b) Is Boiler Insured ? If so, when does Policy expire ?	(a) (b)
8	Are Trailers to be Insured ? If so, give— (a) Maximum Number in use at one time (b) Description (c) Carrying Capacity per Trailer	(a) (b) (c)
9	State where Vehicles usually Garaged	
10	Total Number of Employees Licensed to Drive	
11	Have you Previously held a Motor Vehicle Policy Covering this or any Motor Vehicle ? If so, state Name of Insurance Company	
12	Has any Company or Underwriter at any time— (a) Declined your Proposal ? (b) Required an Increased Premium or Special Conditions ? (c) Cancelled or Refused to renew your Motor Vehicle Insurance ? (d) Stipulated that you should bear the First Portion of any Loss or Claim ?	(a) (b) (c) (d)

OSAL

INSURED

PARTICULARS OF INSURANCE

13 | Give Record of Claims during last Three Years—

Year	Total No. of vehicles owned by Proposer	Total No. of Accidents	Damage to Proposer's Vehicles	Total Cost of settled claims	Outstanding claims
19					No.
19					Estimated Cost
19					

14 Is Petrol Stored in Garage? If so, how much?

15 Of what Material is Garage constructed ? .

16 If more than one Vehicle to be Insured, how many
are Garaged in Same Building? . . .

17 Total Number of Motor Vehicles Owned by
Proposer

18 If Comprehensive Policy not required, give details of proposed Insurance

DECLARATION

I/We warrant that the statements made and particulars given hereon are true and I/we hereby agree that this Declaration shall be held to be promissory and shall form the basis of the Contract between me/us and the _____ Company, and I am/we are willing to accept a Policy subject to the terms, exceptions and conditions prescribed by the Company therein.

Policy to commence at 12 o'clock Noon on the _____ day of _____ 19____ for one year.

commence at 12 o'clock noon on the _____ day of _____
Date _____ this _____ day of _____ 19____

Signed _____

CHAPTER IV

RATING

THE premium basis for motor vehicles (including cycles) is a much discussed subject, and the various contentions are most interesting and instructive.

The earliest arguments applied to private cars only, as the motor vehicle had not then been adapted to ordinary commercial use. As there was very little variety in horse-power, value, or construction, a "flat" rate was charged and the policy was limited to quite small sums for Third Party and Own Damage.

This "flat" rate was soon assailed, and, as the business grew, efforts were made to deal with each proposal on its "merits." The most wonderful contentions were made by the proposer (with his eye on the premium), the agent (with his doubts and fears of other agents and offices), and by the inspector (with thoughts of his "new business" sheet). Here are a few examples: Very small mileage; used mainly on country roads; exceptional care in upkeep; most careful driving; first-class make of car.

FIXING THE RATE.

These contentions were more or less accepted until offices found that, whilst these "gilt-edged" proposals had startling variations in premiums, they were all very much alike in their production of claims, and eventually offices came to the following conclusions—

If the mileage is to be taken into account some means must be found to check it. A mileometer could be fitted and sealed, but its driving cable could be disconnected or the mileometer could get out of order, or be damaged, and left unattended to. It would be necessary for the office to inspect the mileometer and the cost of such inspection would be considerable.

Used mainly on country roads is a mere statement which cannot be checked. It is now the practice to rate certain commercial classes under "District," it being felt that their "radius" can be fairly safely assumed, but with the private car

it is another matter. The policy could not be restricted to country roads, even if the loophole provided by the word "mainly" could be closed.

Moreover, the country road is in several respects more hazardous than town thoroughfares are. In all towns and cities of any size, traffic is controlled by the police at all danger points, and there is little opportunity for any speed, whereas on the country road every motorist "lets out," and uncontrolled danger points are numerous. The most severe accidents occur on country roads, at all events with private cars, although minor accidents are more numerous in thicker traffic.

Exceptional care in upkeep could only be taken into account by a system of inspection of all vehicles, not merely an inspection at the time of proposal, but periodically during the currency of the policy. This could not be done without great expense, and it would involve a cost which would certainly exceed the cost of claims arising from defects in the vehicle, but it is difficult to conceive any system of inspection which would prevent the type of defect which does contribute to the accident hazard. Defects in tyres, wheels, and steering gear, failure of brakes, etc., can all arise in anything from a few moments to a few days.

Most careful driving is a good factor if the *office* had some means of selection and the best of drivers did not have their careless moments. Generally speaking, the novice is very careful until he becomes efficient, and then he develops an expert carelessness. Nearly all accidents are due to the *human element*, and that has to be averaged.

First-class make of car. The very best car can be badly handled, and in a very short time become an undesirable risk from the point of view of its condition. Curiously enough the only case in which it has been found possible to give a preferential rate on account of make is that of the *cheapest* car, the Ford.

Horse-Power, Value, Type and Use, Date of Make, and (in certain commercial classes) District are the factors adopted by most offices to-day.

HORSE-POWER is an index to carrying capacity—speed, mileage—and even value. It has so far proved to be one of the main factors, and is especially so for Third Party hazards.

VALUE is necessary from one point of view and very objectionable from another. It is a necessary factor in respect of coach work, but it has the effect of reducing the premium, as the car becomes more liable to accident or fire and more expensive to repair through age and depreciation.

This objection is, however, largely removed by the minimum value line in the premium chart and the allocation of only a small percentage of the premium to the value basis.

If value were ignored altogether there would be several anomalies. For instance, two identical chassis would have quite different values and undoubtedly provide different hazards if one carried a standard touring body and the other a highly finished saloon. Coach-work is a considerable item in the claims loss.

Then, again, the absence of value as a factor would prevent any distinction being drawn between a very cheap car and a very expensive one, both being of the same horse-power rating. It must be remembered that the value of the car is not merely a total loss figure—it is also reflected in each partial loss claim. On a cheap car the cost of a part is correspondingly cheap and *vice versa* with an expensive car.

TYPE AND USE separate the two main divisions—Private and Commercial—and also provide the essential sub-divisions under the commercial division.

DATE OF MAKE has an important bearing on both Third Party and Own Damage when the vehicle to be insured is over five or six years old—then it becomes an individual risk and special inquiry is necessary.

DISTRICT is applied in most commercial classes on the assumption that—unlike the private car—the commercial vehicle is used almost entirely within the district in which it is garaged. But it is not practicable to restrict the policy to such district, and a vehicle garaged just outside the highest rated district and subject to a lower rating is free to run in the more hazardous area. Even with commercial vehicles, it is difficult to provide a “local” rate without many anomalies.

FIG. 22
AN AGRICULTURAL TRACTOR CONVERTED FOR ORDINARY HAULAGE WORK



PRIVATE CARS.

The premium is based on horse power and value. A rebate is allowed on condition that the car is driven by the owner or a named person other than a paid driver. A further rebate is allowed if two or more cars are insured under one policy by *one* owner. District is not considered.

Owner or named person driving cuts out indemnity to relatives or friends and generally means a lower mileage than when a paid driver is employed.

A rebate for two (or more) cars insured is made on the assumption that the combined mileage is less than twice the mileage of a single car. It is important to note that this rebate cannot be allowed in the case of joint owners being covered under one policy. The distinction would not then exist.

COMMERCIAL VEHICLES.

Private Type in Commercial Use. This class is very closely related to the private car class and is rated on the same lines, but, of course, with a different base rate and for the commercial form of policy. District is not considered.

Private Type for Private Hire. Horse power, value, and district are employed with a preferential rate for owner-drivers.

Private Type for Public Hire. This is dealt with on the same method as for *private* hire.

Chars-a-bancs. As horse power and (new) value do not vary sufficiently to make any appreciable difference in rate, both horse power and value are assumed as one grade. Use (private or public hire) and district and seating capacity are the factors for rating.

Omnibuses. An attempt has been made to provide a table of rates for these as for chars-a-bancs but, generally speaking, each risk is large enough and shows such special features as to require individual rating. A rate per cent on fare receipts or on mileage has been adopted in suitable cases.

Ambulances, Hearses, and Prison Vans. The chief factors are horse power (but only sufficient to make a distinction between large and small vehicles for Third Party rating), value, and district. Ambulances are sub-divided on the variety of use.

Light Goods. Horse power, value, district, and use (trade) are the main considerations.

Heavy Goods. Horse power and value are each assumed to be in one grade. Both are high. Steam and electric vehicles have to be included, and from the point of view of the risk there is not sufficient variety to justify horse power and value schedules. Only district and use (trade) are taken into account. A slightly extra premium is charged if trailer is used.

APPLIANCES.

Fire Engines, Escapes, and Tenders. Horse power is assumed as one grade. District, value, and a sub-division of use are the factors.

Road Sweepers and Waterers, Sanitary Machines and Wagons, Tower Wagons. Horse power and value are each assumed to be in one grade. District only taken into account.

Road Rollers. A "flat" rate is used. Horse power and value are each assumed to be in one grade. There is only one use possible, and all road rollers work under similar conditions in all parts of the United Kingdom. District is ignored.

Agricultural Implements. *Horse power and district are ignored.* District, as viewed from the insurance standpoint, cannot, from the nature of the work to be done, vary sufficiently to require a distinctive rate. A "flat" rate is used up to a stipulated value and number of trailers.

MOTOR TRADE.

As already explained, these "Trade" risks are nearly always in respect of unspecified vehicles, and the risk is "on the road only." (It may include the risk whilst in a garage not owned or occupied by the insured in the course of a journey. For instance, the delivery of a car may take more than one day and the driver would have to put the car up for the night.)

Vehicles of all kinds are constantly moving through the insured's hands. There is no opportunity for the insured to notify the office of every change before it is made, and therefore the insured wants some means of transferring the cover from one vehicle to another without notice to the office.



FIG. 23
THREE-QUARTER LANDAUETTE ON 18/22 HOTCHKISS
(A landauette body costs at least twice as much as a touring body does. Driver's view to rear is more restricted than in a touring car)

There are four ways of providing this facility: Named drivers, number plates, drivers' cards, averages.

Named Drivers. The policy is endorsed to the effect that the indemnity applies to any motor vehicle (with or without limit of horse power and value, as the case may be) whilst being driven by the drivers named in the policy or on the endorsement. Premium is charged at per driver, and change of driver can easily be effected, as most offices will accept responsibility from the time of dispatch of written notice notifying such change.

Number Plates. The Registration Authorities have also realized the necessity of making special provision for motor traders on account of the constant change of vehicles. The Registration Authorities allot special marks, numbers, and licence cards (quite distinct from ordinary number plates and licences), and these may be transferred by the trader himself from one vehicle to another without notification to the authorities. The authorities stipulate that these number plates shall only be used on vehicles which are running strictly for trade purposes, and the trader has to keep a very careful record. Premium is charged on each number plate, and the policy is restricted to vehicles (with or without limit of horse power and value, as the case may be) bearing any of the number plates specified on the policy.

Driver's Cards. These are usually termed "Tokens" or "Tickets."

SPECIMEN TICKET

(ONE OF THE "IDENTIFICATION" SPACES)

This ticket was produced to me at (place).....

on the day of 19 at (time)

Signature.....

Address.....

The policy provides that the indemnity shall apply to any vehicle (with or without limit of horse power and value, as the case may be)

the driver of which has in his possession one of the tickets issued with the policy, and it is necessary to stipulate that in the event of an accident occurring the driver shall produce such ticket to an independent person and take that person's signature and address, so that the office may satisfy itself that the driver was carrying the ticket at the time. Premium is charged on each ticket.

Average. By this method the risk is assessed on the number of cars out each day. The office has to be satisfied with an undertaking by the insured that he will keep a record of the number of cars out each day. A car may go out only once, or more than once, on each day. In either case it is reckoned as a "car day" and 300 "car days" is usually taken as representing a "car year," and premium is charged at 300 "car days."

These "Trade" risks require some degree of individual examination. District is taken into account, but attention also has to be given to each section of the motor trade. It may be a maker's risk or merely a selling agency, a repair works or purely a garage. There may be testing and experimental work, and this in most cases is carried out on public roadways.

On being asked to quote for a "Trade" risk, the office will probably first suggest the "Named Drivers" basis, because that provides a very satisfactory check on the extent of the risk. The proposer may, however, have in his employ a number of persons licensed to drive who are not entirely employed as drivers. They will be engaged on a variety of work in the shops, and now and again take their turn on test runs or other driving work, so that, although the proposer may have 20 licensed drivers in his employ, all of whom will be driving at some time or other, there will not be more than 10 on the road at any one time, and on this ground he cannot adopt the "Named Drivers" proposition unless he pays for all the drivers, and that he is unwilling to do.

The next best system from the office point of view is that of "Trade Number Plates," and here again there may be difficulty. The proposer may use the "Trade" numbers only for a certain section of his business; his men may be driving customers' cars under their private registration plates; or the proposer may have

a large number of "Trade Number Plates" and never have all of them in use at any one time.

Assuming that neither the "Named Drivers" nor "Trade Number" methods can be applied, then it is for the office to consider as to whether they will adopt the "Ticket" basis. This is really a very excellent method if only experience had shown that the system is rigidly observed by the insured. The trouble is that there is no knowing how many vehicles are driven by a driver without a "Ticket," and practice has shown that when an accident occurs, and the driver has not a "Ticket," the office is asked to excuse the omission on the ground that it was due to an oversight, and that this was the only vehicle out at the time; that the full number of "Tickets" never have been in use; that the office has been frightfully overpaid; and so on. The system does not permit the acceptance of any excuse for, as soon as the condition as to the carrying of the "Ticket" is waived, the system is utterly useless.

Another unsatisfactory feature of this method is that the driver does not get the necessary evidence as to the "Ticket" being in his possession at the time, and the office will be asked to believe either that there was no one to whom the "Ticket" might have been produced or that the driver overlooked the necessity of obtaining such evidence.

There are cases in which only the "Average" basis can be applied, but they have to be very exceptional cases for the office to accept them. The "Average" basis practically leaves the calculation of the premium to the insured, and we have not reached the time when that can safely be done. There is practically no check at all under this system and from the point of view of the office it is a most unbusinesslike proposition. Nevertheless, it was quite in common practice at one time, and even now there are some special risks to which the system is still applied.

MOTOR CYCLES.

The basis of rating for motor vehicles—both private and commercial—is applied to motor cycles as nearly as possible, and there is no occasion for special comment.

CHAPTER V

CLAIMS

IN the bad old days the Claims Official was most unpopular ; he was loved by no one ; he was looked upon as a very tricky, low-down sort, a necessary evil who was the last to be thought of when anything good was going. In fact, he was the last person anyone wanted to think about, and the underwriting officials dreaded the sight of him.

He was making history then. While the underwriter was guessing, the claims man was meeting the new problems and getting at the facts, and this has always been the unthankful task of the claims man whenever a new class of business has been undertaken.

The "atmosphere" surrounding a motor claim is bad enough to-day in many cases, but think of the conditions in the early days : Horses were bolting, boys were yelling, women were fainting, police were arresting, magistrates were fining, solicitors were suing, and insurance offices were paying.

Britain was a long way behind other countries in the experimental stage of the "Horseless Carriage," and the early efforts of those British pioneers who so outraged public feeling must never be forgotten. But for them we should indeed have been badly off in the Great War.

It must also be remembered that the protection given to motorists by the insurance offices in the early days was an extremely important factor in the development of the motor vehicle.

These remarks are perhaps rather "off the track," but the object is to convey an impression of the peculiar difficulties facing the official called upon to deal with the claims arising from a motor accident, and the importance of a good claims service if the office is to obtain success in the business.

OFFICE PROCEDURE.

On receipt of notice of a claim the first step is to make sure that a policy is in force. This may appear to be unnecessary advice,

but it has sometimes happened that a claim form has been issued before it has transpired that the policy has lapsed or has not been paid for.

If a policy is in force, a claim form should be at once issued.

The form on page 82 is a copy of "Private" Claim form in use.

On receipt of the completed claim form, check all details of claim with particulars of policy—

Is the vehicle concerned in the accident or loss the one insured under your policy?

Is the policy restricted to a named driver, and if so, was he driving at the time of accident?

Is there an "Excess" clause?

If the claim is for Own Damage, make sure that the policy includes that risk. Such claims have been paid under "Third Party only" policies.

Remember that if there is any question to be raised with the insured, it should be done in the initial stages. Nothing is more harmful to an office than to have to draw the insured's attention to a point under the policy some considerable time after full particulars have been in the possession of the office.

THIRD PARTY CLAIMS.

Personal Injury Claims. Every one of these is worth a preliminary investigation immediately the accident is reported to the office, and whether or not a claim has been notified or seems likely. In the great majority of cases claims develop sooner or later. No matter how free from blame the insured appears to be, a claim will probably be attempted.

But, if no claim has been made, this preliminary inquiry should be very cautiously carried out. It is as well to do nothing to encourage the all-too-willing claimant by giving him the impression that you are expecting trouble.

You can get postal statement forms completed by your witnesses.

You can ascertain if there is a police report, and if there is, you can get a copy.

CLAIM FORM—PRIVATE MOTOR CAR INSURANCE

Policy No. _____

Insured's Name and Address _____

Particulars of Car concerned. Regd. No. _____ H.P. _____ Make _____

For what purpose was Car being used ? _____

Had you any other Cars in use at same time ? _____ If so, give Regd. Nos. _____

Person driving at time of Accident. Name and Address _____

Licence No. _____ Age _____ If in your service and how long employed _____

If not in your service explain why he drove _____

Has he ever been prosecuted for any offence in the driving of a Car ? _____

Details of Accident. Date _____ Time _____ Place _____

Speed of Car _____ How far from near side ? _____ Was horn blown ? _____

Were you on Car ? _____ If not, when was accident reported to you ? _____

How did it happen ? _____

(Continue overleaf if necessary)

Who in your opinion was to blame ? _____

Particulars of damage to insured Car _____

Repairer's Name and Address _____

Telephone No. _____ Nearest Station _____

When and where can it be seen ? _____

(N.B.—In all cases where your Car is damaged and you are entitled to claim under the Policy therefor please at once obtain an estimate for repairs and send to us.)

Name and Address of Third Party _____

Particulars of any damage or injury to Third Party _____

Has any claim been made upon you therefor ? _____

(N.B.—If any claim has been made upon you or you have received any communication at all please inform us fully thereof, and send on any letter or other documents you have received. Do not tell Claimants you are insured.)

Names and Addresses of all Witnesses : Passengers _____

INDEPENDENT _____

Did a Policeman witness accident or take particulars ? If so, give his No. _____

Have you any other Policy covering any damage caused in this accident ? _____

I declare the foregoing particulars to be true and correct, and undertake to render the Company every assistance in my power in dealing with the matter.

My last premium on this Insurance was paid on _____ (Date) _____

Dated _____ Signature _____

PLEASE GIVE ON BACK A ROUGH SKETCH ILLUSTRATING ACCIDENT.

If the accident appears to have been serious, you can get a fully detailed statement from the driver of the insured vehicle, and an accurate plan of the scene of the occurrence.

These steps will make the case sufficiently clear to enable you to decide on any further course.

If the injury is obviously a very slight one, you can afford to wait for a claim, even if your insured appears to have been to blame.

CALL ON INJURED. But every case of *serious* injury should be specially considered, as in such cases, even if the insured seems to be under no responsibility, it may be well to make a sympathetic call and inquiry as to the injured person's progress. That call should be made in the name of the insured. It is a very natural step to take and should not excite suspicion. On the contrary, it should be gratifying to the injured person. The omission to make such inquiry sometimes causes a feeling of resentment on the part of the injured person and his friends, and that does not help matters if a claim is at all possible.

The great point is, however, that the reception of the inquiry will usually enable the office to decide as to the possible intentions of the injured person before any hostilities have been commenced, and that often results in a quick and friendly arrangement to the great satisfaction of the injured person and the office—and an early healing of the injury both to the flesh and to the mind.

MEDICAL EXAMINATION. When claims are made upon the insured the first step usually is to have a medical examination of the claimant on behalf of the insured, "without prejudice." There is no fear of this being mistaken for an admission of liability if the claim is in the hands of a solicitor, because every lawyer appreciates the necessity of inquiry into the *extent* of the damage as well as into the *cause* of it. But where a solicitor is not acting on behalf of the claimant, care must be taken to explain in writing that the examination is asked for as part of the inquiry, and not because any liability is admitted.

DECISION AS TO SETTLEMENT. By the time the medical report is received the inquiry into the cause of the accident will usually

have been completed, and it will be necessary to make a decision either to repudiate or to attempt a settlement. The decision, of course, depends upon the facts, the experience, and even the temperament of the official who is called upon to decide.

A hard and fast rule cannot be applied to all cases, but the majority of claims against motorists are unreasonable, either as to amount or as to liability, or both. This is the natural result of the prejudice which still exists in all cases of personal injury caused by motor vehicles. In Court, the motorist stands a poor chance unless he can disprove to utter extinction the case against him, and, in the public interest, it must be admitted that this is as it should be. But the effect on claims is obvious.

At one time there was such a wave of successful (for the claimants) litigation against motorists that offices tried the method of settling every claim on the best terms, but this proved to be even more expensive than litigation. Claims increased in number and amount to a tremendous extent. "Legal Aid" Societies were formed, and there was such a complete system of "touts," with such prompt methods, that they came to be known as "Ambulance Chasers."

FRAUDULENT CLAIMANT. But worse still was the fraudulent claimant. It was discovered that claim "gangs" were operating. Accidents were "arranged," "witnesses" were provided, and many of these "claims" were settled.

The result was that offices found it necessary to use stricter methods, if only in the interests of the public. It is easy enough for offices to pay claims and increase their premium, but their desire naturally is to make insurance cheap and popular for all *bona fide* insurers.

SPECIALIST TREATMENT. Third Party claims should be dealt with by specialists, officials who deal only with that class of claim, and there should be careful discrimination in the settlements. When dealing with claims which appear to be quite unjustified, it should be remembered that "It is better to fight and lose than never to fight at all."

Unfortunately, now and again a motorist is responsible for an accident under circumstances which, in the public mind, cast a reflection on all motorists, and for a time there is an "atmosphere"

FIG. 24
THREE-QUARTER Coupé ON 12 H.P. BIANCHI



which does not help Third Party settlements or increase the chances of a successful defence in Court. Public feeling is an important consideration.

Our law and legal practice give an injured person every facility for the prosecution of a claim for damages, be he rich or poor. In fact, as all claims officials know, an action for damages, even on very doubtful ground, can easily be brought by a person without means, and presents difficulties to the defence greater than would an action by a claimant with sufficient means to pay costs if he loses.

Property Damage Claims. These are comparatively easy matters to adjust, if we exclude claims for injury to animals.

The personal injury claim is usually an unknown quantity, but the amount of the property damage claim is generally determinable without difficulty, and there is little fear of it suddenly developing into a greater claim.

Nevertheless, these property claims require careful investigation. An inspection should be made "without prejudice" immediately the claim is notified, and, if possible, that inspection should be made by an independent expert, unless the damage is slight.

Loss of trade, or loss of use, is sometimes associated with the claim for damage. For instance, if a shop is damaged, necessitating the "boarding up" of a part or the whole of the window, a claim for loss of trade will probably be made. If a vehicle is damaged there may be a claim for loss of use during repair. It is not always easy for the claimant to prove such loss, and very sound proof is required by the Courts.

Claims for Injury to Animals. An independent veterinary surgeon's report "without prejudice" is a very wise precaution in any case in which the claim is likely to be large enough to justify the expense.

In fatal cases, or where the animal has to be immediately slaughtered, an opportunity should be given by the claimant to have the carcase examined before it is disposed of. But that is not always possible, and then the only course open is to interview the person who dealt with the carcase.

It is also very necessary to make full inquiry into the "pedigree"

or history of the animal. The extraordinary preponderance of "prize" animals and the fabulous offers received for them just before their untimely end is quite an old joke, but claimants are as fond of it to-day as ever they were.

Dog claims are numerous and hardly ever justified. Everyone knows how difficult it is to avoid dogs, and although a claim is invariably made, it is seldom persisted in to the extent of an action. But in cases of injury to cattle, sheep, or pigs whilst being driven on the roads, the motorist is expected to take special care, and he is usually held responsible.

INQUESTS AND POLICE PROSECUTIONS.

A fatal injury to any person is very strictly inquired into. Our Coroner's Courts provide very swift and efficient means of making such inquiry, and in the case of fatal motor accidents all offices have found it very necessary to be represented as far as possible. A solicitor is instructed and he attends on behalf of the insured or the driver, and is usually allowed by the coroner to put questions to the witnesses.

The coroner does not concern himself with the question of civil liability, i.e. responsibility for compensation, but only with any act or intention which would make the driver liable to trial in a criminal court. Sometimes the inquiry shows that there was such extreme negligence as to justify a verdict of "manslaughter," and the driver is then committed for trial in a higher Court, and the office will then be called upon to undertake his defence.

In other cases the coroner may return a verdict of "accidental death" with an addition or "rider" to the effect that the driver was guilty of an error of judgment, or that he was in no way to blame.

Although the coroner's verdict does not settle the question as to whether compensation is payable, it has considerable influence on the decisions of the relatives or their adviser as to the course to be taken with regard to a claim.

Police Court proceedings are not always connected with accidents. A motorist may be summoned for various offences, quite apart from any accident. But when an accident is connected with the offence, it is to the advantage of the office, as well as of the insured,

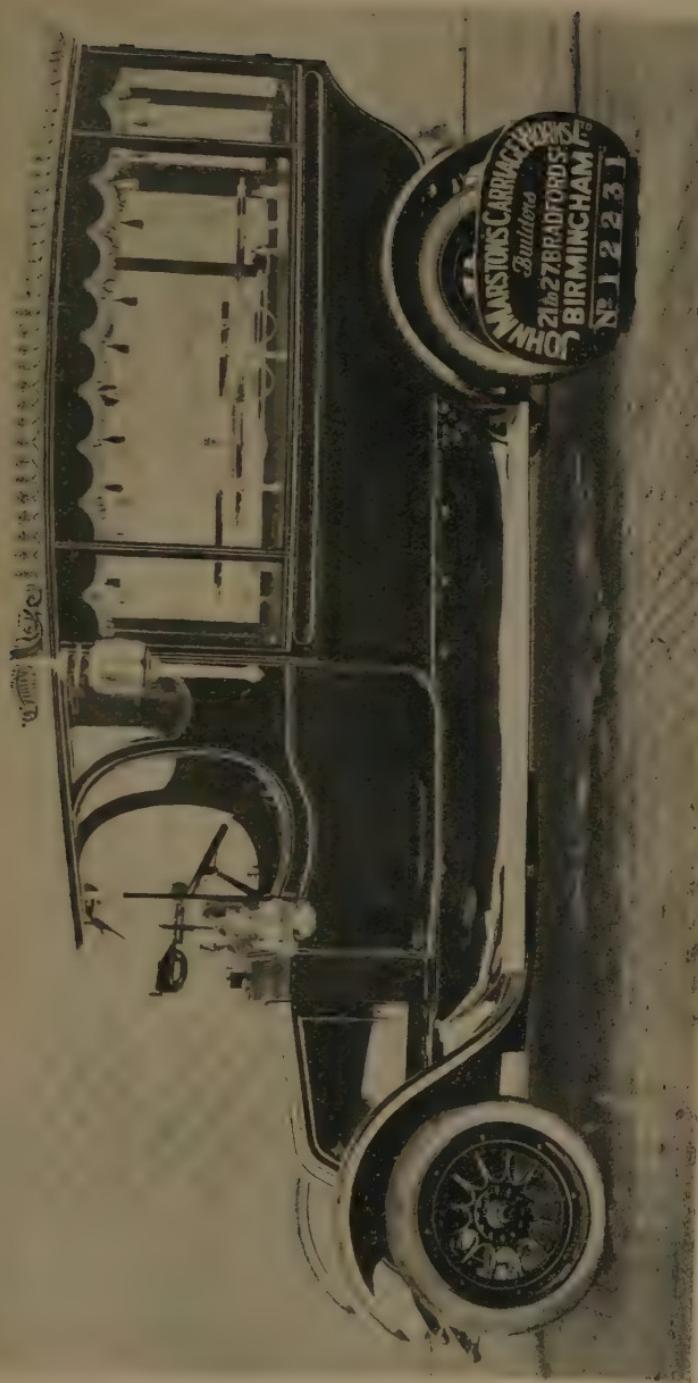


FIG. 25
MOTOR HEARSE

that the office should give all possible assistance in the defence of the insured, or of his driver, as the case may be.

Such care is taken of the public that the police not only prosecute when they are of opinion that the motorist should be convicted, but also when they think it is a case for examination in the interests of the public, and consequently there is often a good opportunity of proving that the motorist is "Not Guilty."

Many a successful defence in the Police Court has warded off a claim, and offices are therefore not only carrying out a duty to their insured, but are also protecting their own interest, in taking an active part in the defence.

EMPLOYMENT OF SOLICITORS AND COUNSEL.

Insurance offices are very fine clients for the legal profession. So much of the business requires legal help, and many a struggling young lawyer has been put well on the road to great success through his efforts on behalf of an insurance office and its policyholders.

Not only is the bill of costs certain to be paid, but so much of the work is done for the lawyer by the office. In fact, by the time the case gets into the hands of the office solicitor, his groundwork is prepared for him ; at least, that is what the office staff think !!

But a strong and capable solicitor is a great comfort to the motor department, with all its trials and tribulations. The ideal man is one who will give *personal* supervision, even when his practice is large ; is a good advocate with a knowledge of the ways of motorists *and* of their *cars* ; and has a desire to take the cheapest course, within reason. Between such a man and those in authority at the office there grows a confidence and a personal bond which lightens the weight of many a dreary case.

It is, however, a great mistake to depend too much upon legal assistance. An office with any claims organization at all should be able to form an opinion on their own experience. If expense is to be considered, the majority of claims will have to be handled without the assistance of the solicitor, and even when it is necessary to employ him the office should carefully study the situation and be ready to decide when the solicitor's report and advice come to hand. To simply "leave it to you" is a very weak policy and,

besides, it deprives the solicitor of the help of the man who was dealing with the case before the solicitor had an opportunity of dealing with it.

Admittedly, in many cases it is exceedingly difficult to come to a definite decision. Even the solicitor will find it dangerous to predict beyond a verdict for the defendant "if the Court accepts the evidence of the witnesses for the defence," but the office will have to bear the consequences, and they must take the responsibility of the decision.

In the great majority of cases the defence will have been largely prepared by the claims department before an action is commenced, and it becomes necessary to instruct a solicitor. In other cases it will be seen at the commencement that the possibilities are so serious that the claims department may think it advisable to keep in touch with their solicitor from the early stages. It is generally advisable to consult the solicitor before finally breaking off relations with the claimant. Once the claim is repudiated or negotiations are broken off, it is difficult to put further questions or requests to the claimant or his solicitor, and any attempt to re-open the discussion is liable greatly to encourage and stiffen the other side.

A very great deal depends on the correspondence with the claimant and the information obtained from him. In an important case it is worth while seeing whether your solicitor can find any further point or request to put to the claimant while the opportunity exists.

With regard to counsel, it is often left to the solicitor to make a selection, but offices have discovered that they must be constantly on the look-out for new talent, and there is plenty of opportunity of doing so in minor actions. Offices do not come into frequent contact with counsel, but they keep a careful eye on their work, and it is not at all unusual for an office to ask their solicitor to employ certain counsel, and in this way many a struggling barrister has been helped to fame.

COMPENSATION LAW.

Mere ownership of a vehicle does not make the owner responsible for the negligent driving of the vehicle. He can only be liable for his own negligence or of that of a person acting on his behalf. He would, however, be responsible for an accident caused solely by a defect

FIG. 26
TWO-SEATER, WITH DICKY, ON "11" BEARDMORE



in the vehicle, if it could be shown that he knowingly allowed the vehicle to be used in a defective state, even if he were not responsible for the driving of it. On the other hand there are circumstances under which a person may be liable for the negligent driving of a car not owned or driven by him. An employee may own a car and use it on his employer's business—if damage is caused to a third party during such use the employer may easily be sued and found liable for damages. The same situation arises when a partner or director uses his own car on his firm's business—the firm may be liable.

Although experience may sometimes cause doubt on the point, it is necessary to prove a "negligent act or omission" on the part of the motorist before he can be held liable for injury or damage caused by his car.

A motorist using the highway owes a duty to the pedestrian. All persons are entitled to walk on the carriage way as well as on the footpath, and the motorist must use reasonable care in regard to such, but, if they give him insufficient opportunity of avoiding them, he is not responsible if they are injured in consequence.

If the motorist can show that the injured person was equally at fault, that without the injured person's negligence the accident would not have happened, then the motorist cannot be called upon to pay damages.

But the driver of a vehicle is very rightly required to exercise a very high standard of care toward the pedestrian. A study of the Law Reports will show that in many cases the injured party was obviously negligent, but nevertheless succeeded in his claim because it was shown that, in spite of such negligence, the accident could still have been avoided if the motorist had taken proper care.

"Ordinary Care," "Reasonable Care," "Proper Care," are terms used to define the obligation, but no legal definition can be laid down as to the extent of such care. It is entirely a matter for judgment on the facts in each case and by different judges and juries. That accounts for the "fighting chance" which is often taken when dealing with a greedy claimant. It also accounts for some surprising results, and the delightful uncertainty which both plaintiff and defendant are faced with even in the best of cases.

Even as between vehicle and vehicle the motorist has the greater

obligation when meeting a horse vehicle. The motor driver must be on the look-out for signals from the horse driver to stop or give way to the latter, and he must in any case stop after damage has been caused in connection with his car.

As between vehicle and driven or straying beasts, the law places the obligation to avoid accidents almost entirely upon the driver of the vehicle. Although motorists are at a great disadvantage in these cases, and often suffer damage through no fault of their own, it is extremely difficult to recover from the owner of the beasts. In fact, it is not easy to defend claims for injury to the beasts.

The motorist's liability to the persons he is conveying, whether fare-paying passengers or not, does not go beyond the consequences of his "negligent act or omission."

Among claimants who were fare-paying passengers there is a common but mistaken impression that they are entitled to receive compensation from the carrier whether or not he or his servants were at fault.

In the case of non-fare-paying passengers it is well laid down that a host is responsible to his guests on exactly the same lines and at least to the same extent as he is to any stranger. In fact, an invitation to a person involves as great an obligation as regards prevention of injury or damage as would a contract to carry for reward. Even if a motorist answers an appeal for a "lift," he is liable to the suppliant as he would be to any other member of the public.

If the drivers of two vehicles are negligent and cause damage to a Third Party, the latter can recover from the owner of either of the vehicles, or from both of them jointly, and, if one owner alone has to pay, he has no right of contribution from the other owner.

CLAIMS FOR LOSS OF OR DAMAGE TO INSURED VEHICLES.

"Own Damage" claims is what they are commonly called—heartbreaking claims they often are.

When dealing with Third Party claims, you are defending the insured, and he does not mind how "hot" your defence is. In fact, he thinks you pay too easily and do not fight enough.

But when the insured is a claimant under any of the "Own Damage" sections of the policy, he is apt to question your liberality and suggest you are too contentious for his liking.

Of course, the great necessity is to satisfy the insured, and the great majority of policyholders can be satisfied if these claims are promptly and efficiently dealt with.

Accidental Damage Claims. This term applies to the common type of Own Damage claim, damage caused by collision, overturning, etc., including malicious damage and damage in transit.

In most cases the damage is comparatively slight, and in many of these it will simply be necessary to examine the claim form and repair account and send a cheque. But to go through the full process, we will imagine a case of *serious* damage through collision with another vehicle.

The various steps would be—

Receipt of notification of accident.

Policy found to be in force—Comprehensive Cover—Premium paid.

Instruction note issued to inspecting engineer, or to assessor or branch, giving full details of *insured* vehicle, place of examination, etc.

Inquiry as to whether other vehicle concerned in collision also insured with selves or allied office. If not, decide whether letter should be written at once to owner of other vehicle holding him responsible for damage and loss (this is sometimes written direct; sometimes in name of an official as claims assessor; sometimes through the insured, according to circumstances).

Inquiry into circumstances of occurrence; collection of preliminary evidence; application for police report.

Receipt of inspecting engineer's report on damage to insured vehicle, with explanation of arrangements for repair, and also with estimated cost.

Instructions for repairs.

Report to insured.

Receipt of letter from owner of other vehicle holding insured responsible—reply, denying liability and asking for name of his insurance office. (The result will probably be to disclose a "Knock for Knock," or "Halving" agreement.)

Every possible consideration should be given to the insured's wishes in the repair of his vehicle. The average policyholder will

be under the impression that the office will be tempted to cut down the cost of repairs at the expense of efficiency and finish, an impression which is not justified, but is the natural conclusion of the anxious owner, and probably what a good many policyholders themselves would do !

The insured should certainly be given the choice of repairer. He cannot afterwards complain to the office as to the quality of the work or the time taken in doing it.

In some cases the insured will not "fancy" the vehicle after the damage it has sustained, and will contend that it is beyond repair. The best thing to do then is to get a report from the makers, and an estimate too, if they agree that the vehicle can be made as good as it was before the accident. A cash settlement can then be arranged on the basis of the makers' estimate, plus the value of the vehicle as it stands, or perhaps the insured will be reassured by the makers' report and prefer to have the vehicle repaired. These cases usually end up with severe symptoms of a desire to buy a new car !

Watch the sum insured. That is likely to be overlooked in repair cases, and sometimes the repair of an old vehicle costs more than its value.

When making an inspection, check the particulars given on the proposal, especially with regard to "date of make" and "horse power." The two latter items can be verified by inquiry of the makers, quoting their engine, chassis, or car number.

Remember that, if you give the order for repairs direct to the repairer, he is entitled to look to your office for payment of his account even if it should transpire that you are not liable under the policy.

When the repair has been completed, get the insured's signature to a form of satisfaction and discharge before you pay the repairer's account. That is to make sure that the work has been nicely done and the vehicle handed over to the insured.

Fire Claims. Remarks under "Accidental Damage Claims" refer also to "Fire Claims," but it is necessary to add a few words with regard to the "Moral" hazard, and the necessity for very careful inspection.

It will be found that by far the greater proportion of losses are

FIG. 27

SALTLEY LIMOUSINE

A Limousine is very similar to a Landauette—the only difference is that the Limousine has a permanent roof whereas the Landauette roof can be folded back from a point just behind the driver's seat



in respect of old vehicles. When a fire loss is reported the first thing the claims official does is to look up the "pedigree," and he often gives his head a wise shake and walks over to have a word with the underwriting section !

But whilst some of these losses are no doubt due to very unnatural causes, there are many due solely to the defects of age. Motor vehicles get " leaky " with old age, valves, petrol connections, exhaust pipes, all suffer, and when the average vehicle is over a certain age—say eight years—it is difficult for even the most conscientious owner to keep it in really safe condition.

Therefore, the most minute examination should be made with the view of ascertaining the real cause. Careful inquiry should also be made as to the place where the vehicle was at the time of the fire ; who was present ; what efforts were made to save the vehicle, and so on. If general inquiry as to the insured is also made, it should not be difficult for the office to satisfy themselves whether all is in order or not.

The two important points to remember are—

Aged *petrol* vehicles are bound to account for the greater proportion of fire losses, apart from the moral hazard altogether.

Offices do their best to avoid old vehicles, and are trying hard to be consistent in their rejections, but we all have to put the blind eye to the telescope sometimes !! When you are dealing with a good connection, and have been insuring a certain vehicle for a number of years with profit, it is hard to turn it adrift if the insured will not do so.

Theft Claims. This is a comparatively new class of claim as regards " Total Loss," and new methods of investigation are being tried every day.

Events have shown that there is a moral hazard to be reckoned with here, as well as in the fire claim ; in fact, it is worse. In the case of fire you can satisfy yourself that a fire has occurred and that you have really been covering a vehicle of some sort—but in Theft ! The most surprising facts are coming to light !

But here again there are many genuine cases with most suspicious elements about them, and the uncertainty is extremely trying to the zealous official. It lowers one's opinion of one's self to find

that in the case of which one has been most suspicious the thief has been arrested and the car recovered ! But inquiries sometimes result in the car being found, and not the thief, but still one is suspicious !

The chief difficulty is the lapse of time which must occur between the discovery of the theft by the insured and the receipt of notice by the office.

As a rule, the insured notifies the police immediately and also reports to any motorists' organization or club of which he is a member, with a view to obtaining the assistance of road scouts. If these steps have not been taken, the office should take them without further loss of time.

Notice should also be sent to the Registration Office at which the vehicle was registered, in case the thief sells the vehicle and the new owner gives notice of change of ownership. Under the new registration regulations this is not very likely, unless the thief and the buyer are ignorant of the rules, or the thief has been fortunate enough to find the registration book in the vehicle. But even then, if the thief knows his "business," he will not run the risk of connecting the vehicle with the genuine registration particulars. He will, instead, re-register the vehicle under fictitious particulars (having altered the appearance of the vehicle as far as possible), and there is nothing in the present system of registration records to prevent him doing so with little chance of discovery. If the authorities would keep a Central Record the fraud would very quickly be discovered, either because of duplication of chassis or engine numbers, or because the numbers are out of sequence.

But vehicles are disposed of in various other ways. They are exported or dissembled and sold in parts, or used by the thief for other operations.

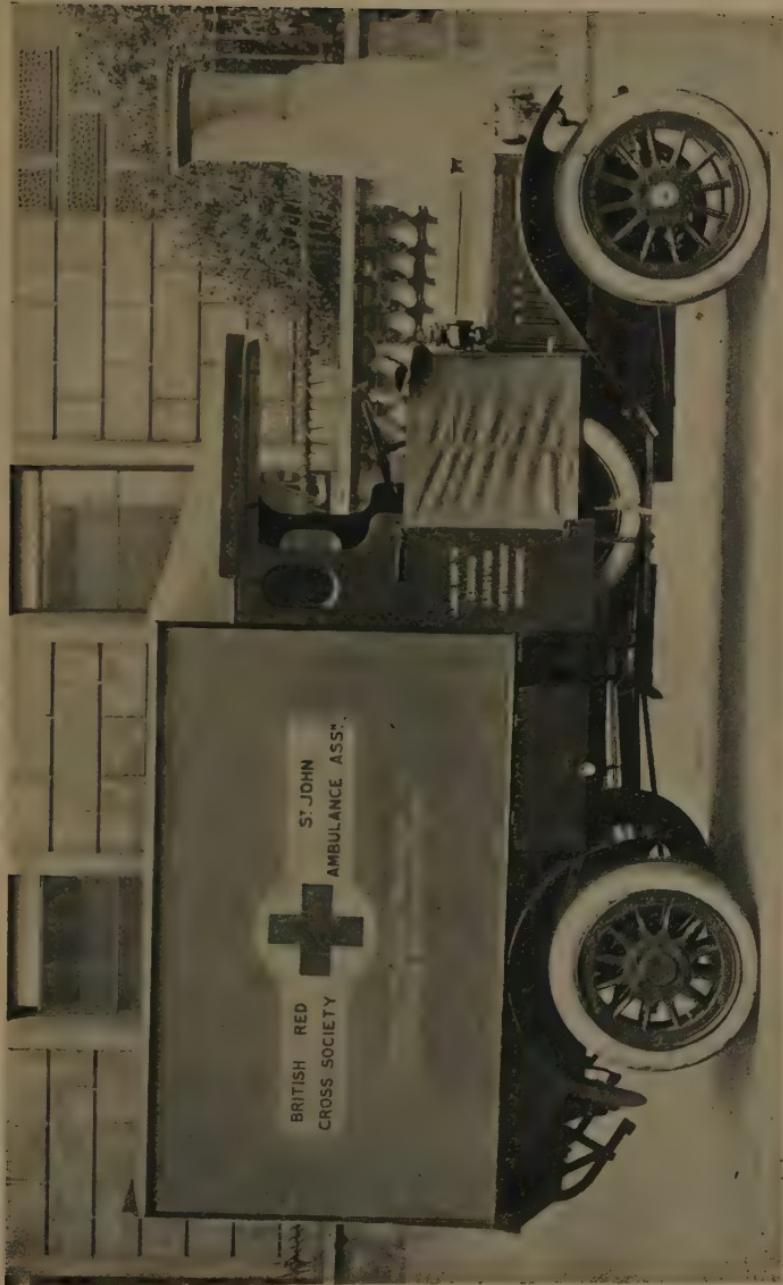
The makers should be notified in case they should get an application for new parts. When "parts" are ordered, the makers invariably require the chassis or engine number.

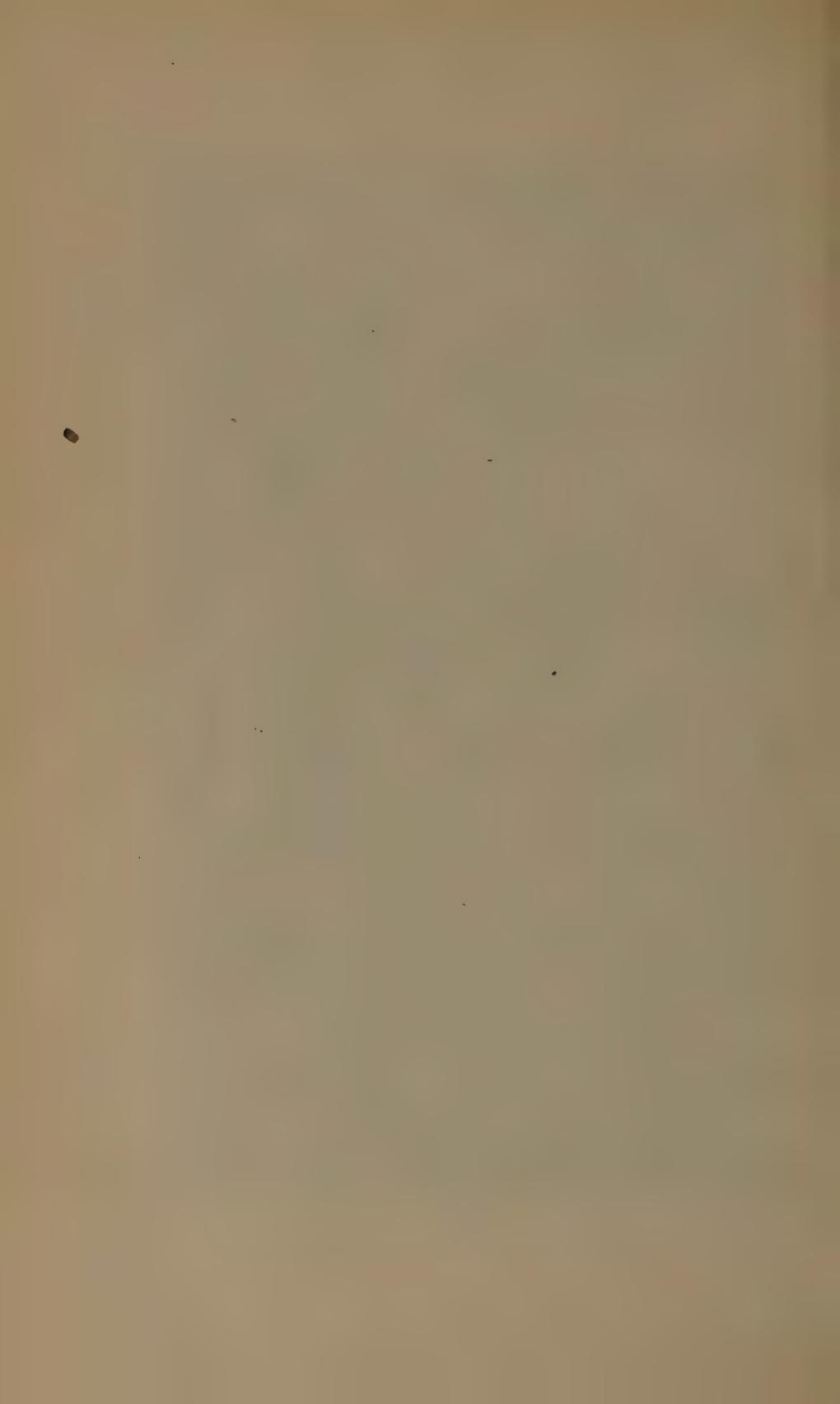
The theft should be advertised, and printed notices should be circulated among garages and selling agencies. Rewards are usually offered—and perhaps the thief himself is sometimes rewarded—but it is necessary to offer an inducement of some sort.

FIG. 28

AMBULANCE

One of a large number of Ambulances in War Service and now distributed among Ambulance Associations for public use.





Beyond these steps, the matter must be left to the zeal of the claims official and his aptitude for detective work.

Settlements cannot be made as quickly as in other classes of claim. A reasonable opportunity must be given for inquiry and recovery.

The discharge form should provide that in the event of recovery either the property shall be treated as salvage or the insured shall return the sum paid to him.

TOTAL LOSSES.

Excluding thefts, of course, a total loss can only be claimed when complete destruction has occurred, when the damage is so great that there is nothing left to justify repair.

Total loss, as just defined, very seldom happens, and when it does, it is through fire and not accident. But this definition is not always acceptable to the insured. He contends for a total loss settlement when to him the vehicle looks a total wreck, whilst to the expert it is clear that repair is a comparatively simple matter.

We must, however, take a good all-round view in these as in other claims. Claims officials themselves are sometimes surprised when, having seen the damage, they learn that it is not beyond repair, and the owner very naturally takes a dislike to the vehicle (especially if it is a private car) after it has been half-burnt or badly smashed.

At the same time, if the office can produce satisfactory evidence, such as a report from the makers, that the vehicle is not beyond repair, the insured should be prepared to accept the cost of repairs and an allowance for the salvage. Especially in the case of a valued policy, the insured could not expect a partial loss to be treated as a total loss.

When a total loss is admitted, the procedure is very simple.

Under a valued policy the sum insured is paid. Under an ordinary policy a replacement can be arranged or the cost of replacement paid in cash, subject, of course, to the amount insured.

Total losses are not difficult to settle, and every office knows the value of a settlement that is satisfactory to the policyholder, and

most policyholders are reasonable and know when they are being well treated.

"KNOCK FOR KNOCK" AND "HALVING" AGREEMENTS.

These arrangements between insurance offices are very beneficial. Offices should co-operate as far as possible in the treatment of claims. Useful information can be exchanged in the interests not only of offices but of the public also, and that is hardly possible if even a mild feeling of antagonism is introduced by contentious claims between offices.

Apart from the profitable consideration, there is the remarkable spirit of goodwill which has always existed among offices, in spite of the keenest competition.

The general desire for agreement in the settlement of "cross-claims" is therefore not to be wondered at, and during the Great War, when offices were endeavouring to carry on with greatly diminished staffs, these agreements proved how valuable they were in the saving of labour and expense.

The term "Knock for Knock" is perhaps a little coarse, but it is expressive and has been generally adopted. If a collision occurs between two vehicles, each insured with different offices, and damage results to one or both, each office bears its own loss (in respect of Own Damage) and foregoes any right of recovery one from the other on the ground of "fault."

The "Halving" agreement provides that the combined loss (in respect of Own Damage) shall be borne equally by the interested offices. This is not quite so good a method as the "Knock for Knock," because it might involve argument between offices as to excessive repair charges, and there are also cases in which an office wishes to make a concession to its policyholder, one-half the cost of which would fall upon the other office.

Neither of these agreements in any way commits the policyholder, and, of course, each office is bound only so far as it is liable under its policy.

Specimens of the "Knock for Knock" and "Halving" agreements are shown on pages 107 and 108.

"KNOCK FOR KNOCK" AGREEMENT

BETWEEN

AND

DEFINITIONS

"VEHICLE" means any horse-drawn or mechanically propelled land vehicle or cycle or handcart (including the usual accessories or other insured property on the vehicle).

"EXCESS" means the amount borne by the Insured on the first portion of any loss.

IN THE EVENT OF

Damage to Vehicles.

(1) A collision or attempt to avoid collision resulting in damage to vehicles insured by either or both parties to this Agreement each party to this Agreement shall bear its own loss within the limits of its Policy, irrespective of legal liability.

Glass Breakage.

(2) Glass insured by one of the parties hereto under a Glass Breakage Policy being damaged by or through a horse and/or vehicle insured by the other party, the Company insuring the vehicle shall pay one-half of the cost of the glass replacement.

Fatal Injury to Horse.

(3) Fatal injury as the result of a collision or attempt to avoid collision to any horse insured by either of the parties hereto under a Driving Accident Policy, the claim for such fatal injury shall be dealt with on the same terms as are herein stipulated for damage to vehicles.

Loss of use.

(4) Any claim involving compensation for loss of use, such compensation for loss of use when insured shall be treated as "damage."

Damage to Motor Vehicles whilst in the hands of a maker, etc.

(5) Damage to a motor vehicle whilst in the hands of a maker, repairer, garage proprietor, or selling agent, such damage shall be dealt with as a claim under the Policy (if any) held by the maker, repairer, garage proprietor, selling agent, notwithstanding any other insurance on such vehicle.

PROVIDED ALWAYS

Excess.

(1) That where there is an "excess" under both Third Party and "Own Damage" section jointly such Excess shall apply in priority to the "Own Damage" section but in the event of the claim for "Own Damage" being less than the Excess, the balance of a such Excess shall be regarded as Third Party Excess.

(2) That this Agreement shall not apply to Tramways, Railways, Omnibuses, Charabancs, or to any vehicle applying for Public Hire unless otherwise stipulated herein.

(3) That this Agreement shall not apply to loss or damage covered by a Policy for Fire only issued by either of the parties hereto.

(4) That in any case in which the loss entailed upon either party to this Agreement exceeds _____(£_____) then this Agreement shall in any and/or such cases be inoperative.

AND PROVIDED FURTHER THAT

Notice.

(a) Immediate notice of interest shall be given and Excess Policies declared forthwith.

(b) The absence of a formal claim by the Insured under this Policy shall not affect the operation of this Agreement as between the parties.

(c) In the event of a dispute arising between the policyholders and the parties to this Agreement or any other party in respect of a matter outside the scope of this Agreement but which arises out of an occurrence coming within the terms of this Agreement then it shall be optional on the part of either one or both of the parties to suspend the settlement under the Agreement until such dispute has been settled.

Arbitration.

(d) The use of an Arbitration Clause is recommended.

This Agreement shall come into force on the _____ and shall not apply to any accident occurring before such date.

This Agreement may be terminated by either party giving one month's notice.

For and on behalf of _____

For and on behalf of _____

“ HALVING ” AGREEMENT

BETWEEN

AND

DEFINITIONS

“ VEHICLE ” means any horse-drawn or mechanically propelled land vehicle or cycle or handcart (including the usual accessories or other insured property on the vehicle).

“ EXCESS ” means the amount borne by the insured as the first portion of any loss.

IN THE EVENT OF

Damage to Vehicles.

- (1) A collision or attempt to avoid collision resulting in damage to vehicles insured by either or both parties to this Agreement the parties to this Agreement shall equally share the total cost of repairing the vehicles subject to the limits of their Policies, irrespective of legal liability.

Glass Breakage.

- (2) Glass insured by one of the parties hereto under a Glass Breakage Policy being damaged by or through a horse and/or vehicle insured by the other party, the Company insuring the vehicle shall pay one-half of the cost of the glass replacement.

Fatal Injury to Horses.

- (3) Fatal injury as the result of a collision or attempt to avoid collision to any horse injured by either of the parties hereto under a Driving Accident Policy, the claim for such fatal injury shall be dealt with on the same terms as are herein stipulated for damage to vehicles.

Loss of use.

- (4) Any claim involving compensation for loss of use such compensation for loss of use when insured shall be treated as “ Damage.”

Damage to Motor Vehicles whilst in the hands of a maker, etc.

- (5) Damage to a motor vehicle whilst in the hands of a maker, repairer, garage proprietor, or selling agent, such damage shall be dealt with as a claim under the Policy (if any) held by the maker, repairer, garage proprietor, selling agent, notwithstanding any other insurance on such vehicle.

PROVIDED ALWAYS

Excess.

- (1) That where there is an “ Excess ” under both Third Party and “ Own Damage ” section jointly such Excess shall apply in priority to the “ Own Damage ” section but in the event of the claim for “ Own Damage ” being less than the Excess, the balance of a such Excess shall be regarded as Third Party Excess.

- (2) That this Agreement shall not apply to Tramways and Railways.

- (3) That this Agreement shall not apply to loss or damage covered by a Policy for Fire only issued by either of the parties hereto.

- (4) That in any case in which the loss entailed upon either party to this Agreement exceeds _____ (£ _____) then this Agreement shall in any and such cases be inoperative.

AND PROVIDED FURTHER THAT

Notice.

- (a) Immediate notice of interest shall be given and Excess Policies declared forthwith.

- (b) The absence of a formal claim by the Insured under his Policy shall not affect the operation of this Agreement as between the parties.

- (c) In the event of a dispute arising between the policyholders and the parties to this Agreement or any other party in respect of a matter outside the scope of this Agreement but which arises out of an occurrence coming within the terms of this Agreement then it shall be optional on the part of either one or both of the parties to suspend the settlement under the Agreement until such dispute has been settled.

Arbitration.

- (d) In the event of a dispute arising under this Agreement the matter shall be referred to the _____ whose decision shall be accepted by both parties.

This Agreement shall come into force on the _____ and shall not apply to any accident occurring before such date.

This Agreement may be terminated by either party giving One Month's notice.

For and on behalf of _____

For and on behalf of _____

CHAPTER VI

REGULATIONS

THE Regulations as to construction and use of road locomotives and motor vehicles are contained in the following Acts and Orders—

Locomotives Act, 1861 (24 & 25 Vict. c. 70).

Locomotives Act, 1865 (28 & 29 Vict. c. 83).

Highways and Locomotives (Amendment) Act, 1878 (41 & 42 Vict. c. 77).

Locomotives on Highways Act, 1896 (59 and 60 Vict. c. 36).

Locomotives Act, 1898 (61 & 62 Vict. c. 29).

Motor Car Act, 1903 (3 Edw. 7, c. 36).

Motor Car (Registration and Licensing) Order, 1903.

Locomotives on Highways Order, 1903.

Motor Cars (Use and Construction) Order, 1904.

Heavy Motor Car Order, 1904.

Locomotives on Highways Order, 1905.

Heavy Motor Car (Amendment) Order, 1907.

Keeping and Use of Petroleum (Statutory Rules and Orders, 1907, No. 614).

Motor Car (International Circulation) Act, 1909, and Order, 1910.

Road Vehicles (Registration and Licensing) Regulations, 1921.

Heavy Motor Car (Amendment) Order, 1921.

A perusal of these Acts and Orders provides exceedingly interesting reading to all who wish to study the development of Road Traction.

The Acts of 1861, 1865, and 1878 were designed to control the old-fashioned Steam Traction Engine and Road Roller. They speak of "Tolls, Turnpikes, Waggons and Wains"; of a speed of four miles an hour (two miles an hour in any city, town, or village); of a maximum weight of fourteen tons or a maximum width of nine feet (with permission to apply to the Local Authorities for an extension of weight or width); of a man on foot carrying a

red flag not less than twenty feet in front of the engine (at first the distance was sixty feet); and of recovery "in a summary manner" of the cost of repairing damaged roads.

The 1898 Act makes two important amendments. The red flag is done away with; there must still be two men on the engine and a third man ready to give assistance, but the latter no longer has to "step it out" at a measured distance in front. This Act also provides that the cost of repairing damage to roads "shall cease to be recoverable in a summary manner, but may be recovered if not exceeding two hundred and fifty pounds in the County Court, and if exceeding that sum in the High Court." Although subsequent to the first Motor Vehicle Act (*Locomotives on Highways Act*), 1896, this 1898 Act clearly does not apply to any engine or vehicle coming under any of the light or heavy motor car Acts.

In 1896 occurred the great event in the history of the motor vehicle in the United Kingdom. The *Locomotives on Highways Act* was passed providing special regulations for "light locomotives," the definition being "any vehicle propelled by mechanical power if it is under three tons in weight unladen and is not used for the purpose of drawing more than one vehicle (such vehicle with its locomotive not to exceed in weight unladen four tons)."

Prior to this Act, motor vehicles were subject to the same regulations as were traction engines; maximum speed through villages *two* miles an hour; advance guard with red flag; and so on. Imagine the patience and perseverance required under these conditions! One is tempted to wonder whether the red flag was taken "aboard" when opportunity occurred and a spurt or two risked!

But now the speed limit was increased to *fourteen* miles an hour and the red flag abolished (except for heavy locomotives, and even for those it was abolished in 1898), and great strides were made.

It was not until the passing of the 1903 Act that the *Registration of Motor Vehicles* and the *Licensing of Drivers* were provided. By this Act also the speed limit was increased to *twenty* miles an hour, and the term "light locomotive" gave place to "motor car."

The next important step was the issuing of the Heavy Motor Car Order, 1904. Hitherto, any mechanically propelled vehicle exceeding three tons in weight unladen was subject to the Heavy



FIG. 29

ALL-WEATHER ON 18/22 HORCHKISS

This body differs from both the Landauette and the Limousine. The whole of the roof folds back, converting the car into a touring car

Locomotives Acts. This 1904 Order created a new class of vehicle between the motor car and the very heavy traction engine. It provided that the expression "heavy motor car" means a motor car exceeding two tons in weight unladen with a limit of five tons unladen, or six and a half tons including a "trailer" unladen. It also provided special speed limits as follows—

FIVE miles an hour if—

the weight unladen exceeds three tons; or the registered axle-weight of any axle exceeds six tons; or a trailer is hauled.

Otherwise—EIGHT miles an hour.

If the wheels are fitted with rubber tyres—

TWELVE miles an hour if the registered axle-weight of any axle does not exceed six tons; and

EIGHT miles an hour if such weight exceeds six tons.

AXLE-WEIGHT means the combined weight of vehicle and load transmitted to the road through an axle.

The Heavy Motor Car (Amendment) Order, 1921, extends the unladen weight from five tons to seven and a quarter tons without a trailer, or to nine and three-quarter tons including a trailer.

The extreme WIDTH of a motor car may not exceed seven feet two inches, except that if its weight unladen is three tons or more the extreme width may be seven feet six inches, and that must also be the extreme width of any trailer.

APPENDICES

- A. MOTOR CAR ACT, 1903
- B. STATUTORY RULES AND ORDERS, MARCH, 1904
- C. STATUTORY RULES AND ORDERS, DECEMBER, 1904
- D. ROAD VEHICLES (REGISTRATION AND LICENSING)
REGULATIONS, 1921
- E. STATUTORY RULES AND ORDERS, 1921

APPENDIX A

MOTOR CAR ACT, 1903 [3 EDW. 7. CH. 36]

A.D 1903.

ARRANGEMENT OF SECTIONS

1. Reckless driving.
2. Registration of motor cars
3. Licensing of drivers.
4. Suspension of licence and disqualification.
5. Forgery, etc., of identification mark or licence.
6. Duty to stop in case of accident.
7. Regulations by Local Government Board.
8. Power to prohibit motor cars on special roads.
9. Rate of speed.
10. Erection of notice boards.
11. Penalties and legal proceedings.
12. Regulations as to maximum weight of cars.
13. Inland Revenue licences for motor car drivers.
14. Local inquiries by Local Government Board.
15. Saving of liability.
16. Application to servants of the Crown.
17. Protection of Menai Bridge.
18. Application to Scotland.
19. Application to Ireland.
20. Interpretation, commencement, and short title.
21. Duration of Act.

A.D. 1903. An Act to amend the Locomotives on Highways Act, 1896.
 [14th August, 1903.]

BE it enacted by the King's most Excellent Majesty, by and with the advice and consent of the Lords Spiritual and Temporal, and Commons, in this present Parliament assembled, and by the authority of the same, as follows—

Reckless driving. 1.—(1) If any person drives a motor car on a public highway recklessly or negligently, or at a speed or in a manner which is dangerous to the public, having regard to all the circumstances of the case, including the nature, condition, and use of the highway, and to the amount of traffic which actually is at the time, or which might reasonably be expected to be, on the highway, that person shall be guilty of an offence under this Act.

(2) Any police constable may apprehend without warrant the driver of any car who commits an offence under this section within his view, if he refuses to give his name and address or produce his licence on demand, or if the motor car does not bear the mark or marks of identification.

(3) If the driver of any car who commits an offence under this section refuses to give his name or address, or gives a false name or address, he shall be guilty of an offence under this Act, and it shall be the duty of the owner of the car, if required, to give any information which it is within his power to give, and which may lead to the identification and apprehension of the driver, and if the owner fails to do so he also shall be guilty of an offence under this Act.

Registration of motor cars. 2.—(1) Every motor car shall be registered with the council of a county or county borough, and every such council shall assign a separate number to every car registered with them.

(2) A mark indicating the registered number of the car and the council with which the car is registered shall be fixed on the car or on a vehicle drawn by the car, or on both, in such manner as the council require in conformity with regulations of the Local Government Board made under this Act.

(3) A fee of twenty shillings shall be charged by the council of a county or county borough on the registration of a car, except in the case of motor cycles, for which the fee shall be five shillings.

(4) If a car is used on a public highway without being registered, or if the mark to be fixed in accordance with this Act is not so fixed, or if, being so fixed, it is in any way obscured or rendered or allowed to become not easily distinguishable, the person driving the car shall be guilty of an offence under this Act, unless, in the case of a prosecution for obscuring a mark or rendering or allowing it to become not easily distinguishable, he proves that he has taken all steps reasonably practicable to prevent the mark being obscured or rendered not easily distinguishable.

Provided that—

(a) A person shall not be liable to a penalty under this section if he proves that he has had no reasonable opportunity of registering the car in accordance with this section, and that the car is being driven on a highway for the purpose of being so registered; and

(b) The council of any county or county borough in which the business premises of any manufacturer of, or dealer in, motor cars are situated, may, on payment of such annual fee, not exceeding three pounds, as the council require, assign to that manufacturer or dealer a general identification mark which may be used for any car on trial after completion, or on trial by an intending purchaser, and a person shall not be liable to a penalty under this section while so using the car if the mark so assigned is fixed upon the car in the manner required by the council in accordance with regulations of the Local Government Board made under this Act.

A.D. 1903.

Trade number
plates

3.—(1) A person shall not drive a motor car on a public highway unless he is licensed for the purpose under this section, and a person shall not employ any person who is not so licensed to drive a motor car.

Licensing of
drivers.

If any person acts in contravention of this provision he shall be guilty of an offence under this Act.

(2) The council of a county or county borough shall grant a licence to drive a motor car to any person applying for it who resides in that county or county borough on payment of a fee of five shillings, unless the applicant is disqualified under the provisions of this Act.

(3) A licence shall remain in force for a period of twelve months from the date on which it is granted, but shall be renewable, and the same provisions shall apply with respect to the renewal of the licence as apply with respect to the grant of the licence.

(4) A licence must be produced by any person driving a motor car when demanded by a police constable. If any person fails so to produce his licence, he shall be liable, on summary conviction, in respect of each offence to a fine not exceeding five pounds.

(5) Any person under the age of seventeen years shall be disqualified for obtaining a licence (except that a licence limited to driving motor cycles may be granted to a person over the age of fourteen years), and any person who already holds a licence shall be disqualified for obtaining another licence while the licence so held by him is in force.

Minimum age.

4.—(1) Any court before whom a person is convicted of an offence under this Act, or of any offence in connection with the driving of a motor car, other than a first or second offence, consisting solely of exceeding any limit of speed fixed under this Act—

Suspension
of licence
and disquali-
fication.

(a) may, if the person convicted holds any licence under this Act, suspend that licence for such time as the court thinks fit, and, if the court thinks fit, also declare the person convicted disqualified for obtaining a licence for such further time after the expiration of the licence as the court thinks fit; and

(b) may, if the person convicted does not hold any licence under this Act, declare him disqualified for obtaining a licence for such time as the court thinks fit; and

(c) if the person convicted holds any licence under this Act, shall cause particulars of the conviction and of any order

A.D. 1903.

of the court made under this section, to be endorsed upon any licence held by him, and shall also cause a copy of those particulars to be sent to the council by whom any licence so endorsed has been granted.

(2) Any person so convicted, if he holds any licence under this Act, shall produce the licence within a reasonable time for the purposes of endorsement, and if he fails to do so shall be guilty of an offence under this Act.

(3) A licence so suspended by the court shall during the term of suspension be of no effect, and a person whose licence is suspended or who is declared by the court to be disqualified for obtaining a licence shall during the period of suspension or disqualification be disqualified for obtaining a licence.

(4) Any person who is by virtue of an order of the court under this section disqualified for obtaining a licence may appeal against the order in the same manner as a person may appeal who is ordered to be imprisoned without the option of a fine; and the court may, if they think fit, pending the appeal, defer the operation of the order.

(5) If any person, who under the provisions of this Act is disqualified for obtaining a licence, applies for or obtains a licence while he is so disqualified, or if any person whose licence has been endorsed applies for or obtains a licence without giving particulars of the endorsement, that person shall be guilty of an offence under this Act, and any licence so obtained shall be of no effect.

Forgery, &c., of identification mark or licence.

5. If any person forges or fraudulently alters or uses, or fraudulently lends or allows to be used by any other person, any mark for identifying a car or any licence under this Act he shall be guilty of an offence under this Act.

Duty to stop in case of accident.

6. A person driving a motor car shall, in any case, if an accident occurs to any person, whether on foot, on horseback, or in a vehicle, or to any horse or vehicle in charge of any person, owing to the presence of the motor car on the road, stop, and if required, give his name and address, and also the name and address of the owner and the registration mark or number of the car; and if any person knowingly acts in contravention of this section, he shall be liable, on summary conviction, in respect of the first offence to a fine not exceeding ten pounds, and in respect of the second offence to a fine not exceeding twenty pounds, and in respect of any subsequent offence to a fine not exceeding twenty pounds, or, in the discretion of the court, to a term of imprisonment not exceeding one month.

Regulations by Local Government Board.
58 & 60 Vict. c. 36.

7.—(1) The Local Government Board may, under section six of the Locomotives on Highways Act, 1896 (in this Act referred to as the principal Act), make regulations—

(a) providing generally for facilitating the identification of motor cars, and in particular for determining, and regulating generally the size, shape, and character of the identifying marks to be fixed under this Act, and the mode in which they are to be fixed and to be rendered easily distinguishable whether by night or by day, and with respect to the registration of cars, and the entry of particulars, including particulars of the ownership of the car, in the

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register, and the giving of those particulars, and for making any particulars contained in the register available for use by the police, and for making the registration of a car void if the regulations as to registration are not complied with; and

(b) with respect to the licences to be granted by the councils of counties or county boroughs under this Act, and in particular with respect to the register to be kept of those licences and the renewal of licences, and for providing special facilities for granting licences to persons not resident in the United Kingdom, and for communicating particulars thereof to adjoining and other county or county borough councils, and for making any particulars with respect to any persons whose licences are suspended or endorsed available for use by the police, and for preventing a person holding more than one licence.

(2) The councils of counties and county boroughs shall comply with any regulations so made by the Local Government Board, and may if authorized by those regulations and in accordance therewith charge in respect of the entry of particulars of the ownership of a car on change of ownership such fee, not exceeding ten shillings, as may be prescribed by the regulations, and in respect of the issue of a new licence in the place of a licence lost or defaced such fee not exceeding one shilling as may be prescribed by the regulations.

8. The Local Government Board may, by regulations made under section six of the principal Act, prohibit or restrict the driving of any motor cars, or of any special kind of motor cars, on any specified highway, or part of a highway, which does not exceed sixteen feet in width, or on which ordinary motor car traffic would, in their opinion, be especially dangerous.

Power to prohibit motor cars on special roads.

9.—(1) Section four of the principal Act (which relates to the rate of speed of motor cars) is hereby repealed, but a person shall not, under any circumstances, drive a motor car on a public highway at a speed exceeding twenty miles per hour, and, within any limits or place referred to in regulations made by the Local Government Board with a view to the safety of the public on the application of the local authority of the area in which the limits or place are situate, a person shall not drive a motor car at a speed exceeding ten miles per hour.

Rate of speed.

If any person acts in contravention of this provision he shall be liable, on summary conviction, in respect of the first offence to a fine not exceeding ten pounds, and in respect of the second offence to a fine not exceeding twenty pounds, and in respect of any subsequent offence to a fine not exceeding fifty pounds, but a person shall not be convicted under this provision for exceeding the limit of speed of twenty miles merely on the opinion of one witness as to the rate of speed.

(2) Where a person is prosecuted for an offence under this section, he shall not be convicted unless he is warned of the intended prosecution at the time the offence is committed, or unless notice of the intended prosecution is sent to him or to the owner of the car as entered on the register within such time after the offence is committed, not exceeding twenty-one days, as the court think reasonable.

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(3) The Local Government Board may, without any application from the local authority, after considering any objections which may be raised by the local authority, revoke or alter any regulation made by them under this section.

(4) For the purposes of this section the expression local authority means—

- (a) as respects the City of London, the mayor, aldermen, and commons of the City of London in common council assembled; and
- (b) as respects a municipal borough with a population of over ten thousand according to the last census taken before the passing of this Act, the council of the borough; and
- (c) as respects any other area, the county council.

Erection
of notice
boards.

10.—(1) Local authorities within the meaning of the last preceding section shall give public notice of any regulation of the Local Government Board made in pursuance of this Act prohibiting or restricting the use of motor cars on any highway or part of a highway, or limiting the speed of motor cars within any limits or place, and for the purpose of giving effect to any such regulation shall place notices in conspicuous places on or near the highway, part of a highway, limits, or place to which the regulation refers.

(2) Subject to regulations as to size and colours to be made by the Local Government Board, local authorities within the meaning of the last preceding section shall within their areas cause to be set up sign posts denoting dangerous corners, cross roads, and precipitous places, where such sign posts appear to them to be necessary.

Penalties
and legal
proceedings.

11.—(1) A person guilty of an offence under this Act for which no special penalty is provided shall be liable on summary conviction in respect of each offence to a fine not exceeding twenty pounds, or in the case of a second or subsequent conviction to a fine not exceeding fifty pounds, or in the discretion of the court to imprisonment for a period not exceeding three months.

(2) Any person adjudged to pay a fine exceeding twenty shillings under this Act may appeal against the conviction in the same manner as he may appeal if ordered to be imprisoned without the option of a fine.

Regulations
as to maxi-
mum weight
of cars.

12.—(1) The Local Government Board by regulations made under section six of the principal Act may, as respects any class of vehicle mentioned in the regulations, increase the maximum weights of three tons and four tons mentioned in section one of that Act, subject to any conditions as to the use and construction of the vehicle which may be made by the regulations.

(2) The power of the Local Government Board to make regulations under section six of the Locomotives on Highways Act, 1896, shall, as respects motor cars exceeding two tons in weight unladen, include a power to make regulations as to speed.

Inland
Revenue
licences for
motor car
drivers.
32 & 33 Vict.
c. 14.
39 & 40 Vict.
c. 16.

13. The definition of "male servant" in subsection three of section nineteen of the Revenue Act, 1869, as amended by section five of the Customs and Inland Revenue Act, 1876, shall be construed as if a person employed to drive a motor car were included in that definition.

14. Subsections one and five of section eighty-seven of the Local Government Act, 1888 (which relates to local inquiries), shall apply for the purpose of the carrying out by the Local Government Board of any of their duties under this Act.

A.D. 1903.

Local inquiries
by Local
Government
Board.
51 & 52 Vict.
c. 41.

Saving of
liability.

15. Nothing in this Act shall affect any liability of the driver or owner of a motor car by virtue of any statute or at common law.

16. It is hereby declared that this Act and the principal Act apply to persons in the public service of the Crown.

Application
to servants
of the Crown.

17.—(1) A motor car shall not be driven on or over Menai Bridge except in accordance with regulations made by the Commissioners of Works.

Protection
of Menai
Bridge.

(2) If any person acts in contravention of this section he shall be liable on summary conviction in respect of the first offence to a fine not exceeding ten pounds, and in respect of the second offence to a fine not exceeding twenty pounds, and in respect of any subsequent offence to a fine not exceeding fifty pounds.

18. In the application of this Act to Scotland—

Application
to Scotland.

(1) a reference to the Secretary for Scotland shall be substituted for a reference to the Local Government Board ; and

(2) a reference to the council of a royal, parliamentary, or police burgh, containing within its boundaries, as ascertained, fixed, or determined for police purposes, a population according to the census for the time being last taken of or exceeding fifty thousand, shall be substituted for a reference to the council of a county borough, and every other burgh shall be deemed to form part of the county within which it is situate ; and

(3) the road authority of any county or of any royal, parliamentary, or police burgh shall be the local authority within the meaning of the provisions of this Act which relate to the rate of speed and the erection of danger boards ; and

(4) a reference to subsections one and three of section ninety-three of the Local Government (Scotland) Act, 1889, shall be substituted for a reference to subsections one and five of section eighty-seven of the Local Government Act, 1888 ; and

52 & 53 Vict.
c. 50.

(5) any fine under this Act shall be recoverable by imprisonment in terms of the Summary Jurisdiction Acts ; and

(6) any person convicted of an offence under this Act and ordered to be imprisoned without the option of a fine or adjudged to pay a fine exceeding ten pounds shall have a right of appeal against the conviction. Such appeal shall lie to the sheriff depute, and shall be heard summarily. Such appeal may be taken either immediately after the judgment appealed against has been pronounced or within seven days thereafter, and upon such appeal being taken the sentence (if any) shall be suspended until the appeal has been disposed of : Provided that the appellant shall, at the time of taking such appeal, lodge

A.D. 1903.

in the hands of the clerk of court a bond with sufficient cautioner or otherwise give security satisfactory to the court for appearing before the sheriff depute. The sheriff depute is hereby authorized and empowered on such appeal to hear evidence, whether led at the original hearing or not, and to reconsider the merits of the case and reverse or confirm in whole or in part the judgment appealed against, or give such new or different judgment as he in his discretion shall think fit; and save as provided by the Summary Prosecutions Appeals (Scotland) Act, 1875, his judgment shall be final and not subject to review; and

(7) An appeal taken in terms of this Act by a person holding a licence against an order for suspension or disqualification shall be taken and disposed of as nearly as may be in the manner and subject to the conditions provided by the immediately preceding subsection.

Application
to Ireland.

19.—In the application of this Act to Ireland—

(1) A reference to the Local Government Board for Ireland shall be substituted for a reference to the Local Government Board; and
 (2) Subsections one and three of article thirty-two of the Local Government (Application of Enactments) Order, 1898, shall be substituted for subsections one and five of section eighty-seven of the Local Government Act, 1888; and

51 & 52 Vict.
c. 41.

(3) Section twenty-three of the Summary Jurisdiction (Ireland) Act, 1851 (which gives a right of appeal), shall apply as respects convictions for offences under this Act as if any term of imprisonment without the option of a fine were substituted for a term of imprisonment exceeding one month; and
 (4) Sections one to four, inclusive, of the Criminal Evidence Act, 1898, shall extend to Ireland in the case of a person charged with any offence under this Act.

14 & 15 Vict.
c. 92.61 & 62 Vict.
c. 36.

20.—(1) In this Act the expression "motor car" has the same meaning as the expression "light locomotive" has in the principal Act, as amended by this Act, except that, for the purpose of the provisions of this Act with respect to the registration of motor cars, the expression "motor car" shall not include a vehicle drawn by a motor car.

The provisions of this Act and of the principal Act shall apply in the case of a roadway to which the public are granted access in the same manner as they apply in the case of a public highway.

(2) This Act shall come into operation on the first day of January nineteen hundred and four.

(3) This Act may be cited as the Motor Car Act, 1903; and the Locomotives on Highways Act, 1896, and this Act may be cited together as the Motor Car Acts, 1896 and 1903.

Duration
of Act.

21. This Act shall continue in force till the thirty-first day of December nineteen hundred and six and no longer, unless Parliament shall otherwise determine.

APPENDIX B

STATUTORY RULES AND ORDERS, 1904

No. 315

LOCOMOTIVE, ENGLAND

Motor Cars

Use of Motor Cars on Highways

THE MOTOR CARS (USE AND CONSTRUCTION) ORDER, 1904
DATED MARCH 9, 1904

To the County Councils of the several Administrative Counties in England and Wales ;—

To the Mayor, Aldermen and Commons of the City of London in Common Council assembled ;—

To the Councils of the several County Boroughs in England and Wales ;—

To the Councils of the several Metropolitan Boroughs ;—

To the Urban District Councils of the several Urban Districts in England and Wales ;—

To the Rural District Councils acting as the Highway Authorities in Rural Districts in England and Wales ;—

And to all others whom it may concern.

Whereas by Section 6 of the Locomotives on Highways Act, 1896 (herein-after referred to as "the Act of 1896"), it is enacted that—

"(1) The Local Government Board may make regulations with respect to the use of light locomotives on highways, and their construction, and the conditions under which they may be used.

"(2) . . . All regulations under this section shall have full effect notwithstanding anything in any other Act, whether general or local, or any by-laws or regulations made thereunder."

And whereas by Section 2 of the Act of 1896 it is enacted that—

"During the period between one hour after sunset and one hour before sunrise, the person in charge of a light locomotive shall carry attached thereto a lamp so constructed and placed as to exhibit a light in accordance with the regulations to be made by the Local Government Board."

And whereas by Section 7 of the Act of 1896 it is enacted that—

"A breach of any . . . regulation made under this Act, . . . may, on summary conviction, be punished by a fine not exceeding ten pounds."

And whereas by an Order dated the 9th day of November, 1896, made in pursuance of the Act of 1896, We, the Local Government Board, made Regulations with respect to the use of Light Locomotives on Highways and their construction, and the conditions under which they might be used;

And whereas, in consequence of the passing of the Motor Car Act, 1903 (herein-after referred to as "the Act of 1903"), it is expedient that the said Regulations should be rescinded and that other provision should be made with respect to the use of motor cars on highways, their construction, and the conditions under which they may be used;

And whereas in pursuance of Section 7 of the Act of 1896 is referred to as "the principal Act," and by sub-section (1) of Section 20 of the Act of 1903, it is enacted as follows—

"(1) In this Act the expression 'Motor Car' has the same meaning as the expression 'light locomotive' has in the principal Act, as amended by this Act, except that for the purpose of the provisions of this Act with respect to the Registration of Motor Cars, the expression 'Motor Car' shall not include a vehicle drawn by a motor car.

"The provisions of this Act and of the principal Act shall apply in the case of a roadway to which the public are granted access in the same manner as they apply in the case of a public highway."

Now therefore, in pursuance of the powers given to Us by the Act of 1896 and the Act of 1903, and by any other Statutes in that behalf, We, the Local Government Board, Do hereby rescind the said Regulations made by Our Order dated the ninth day of November, one thousand eight hundred and ninety-six, and do by this Our Order make the following Regulations with respect to the use of Motor Cars on Highways, and their construction, and the conditions under which they may be used—

ARTICLE I.—In this Order—

The expression "carriage" includes a waggon, cart, or other vehicle.

The expression "horse" includes a mule or other beast of draught or burden, and the expression "cattle" includes sheep.

The expression "Motor Car" means a vehicle propelled by mechanical power which is under three tons in weight unladen, and is not used for the purpose of drawing more than one vehicle (such vehicle with its locomotive not exceeding in weight unladen four tons), and is so constructed that no smoke or visible vapour is emitted therefrom except from any temporary or accidental cause.

In calculating for the purposes of this Order the weight of a vehicle unladen, the weight of any water, fuel, or accumulators used for the purpose of propulsion shall not be included.

The expression "highway" includes any roadway to which the public are granted access.

ARTICLE II.—No person shall cause or permit a Motor Car to be used on any highway, or shall drive or have charge of a Motor Car when so used, unless the Conditions herein-after set forth are satisfied; namely—

(1) The Motor Car, if it exceeds in weight unladen five hundredweight, shall be capable of being so worked that it may travel either forwards or backwards.

Width of car

(2) The Motor Car shall not exceed seven feet two inches in width, such width to be measured between its extreme projecting points.

Width of tires

(3) The tire of each wheel of the Motor Car shall be smooth and shall, where the same touches the ground, be flat and of the width following, namely—

(a) if the weight of the Motor Car unladen exceeds fifteen hundred-weight, but does not exceed one ton, not less than two and a-half inches;

- (b) if such weight exceeds one ton, but does not exceed two tons, not less than three inches;
- (c) if such weight exceeds two tons, but does not exceed three tons, not less than four inches.

Provided that where a pneumatic tire or other tire of a soft or elastic material is used the conditions herein-before set forth with respect to tires shall not apply.

Brakes

- (4) The Motor Car shall have two independent brakes in good working order, and of such efficiency that the application of either to the Motor Car shall cause two of its wheels on the same axle to be so held that the wheels shall be effectually prevented from revolving, or shall have the same effect in stopping the Motor Car as if such wheels were so held. Provided that in the case of a Motor Car having less than four wheels this Condition shall apply as if, instead of two wheels on the same axle, one wheel was therein referred to.
- (5) Where the weight of a Motor Car unladen exceeds fifteen hundredweight and the Motor Car is fitted with tires other than pneumatic tires or tires of a soft or elastic material, the weight of the Motor Car unladen shall be painted in one or more straight lines upon some conspicuous part of the right or off side of the Motor Car in large legible letters in white upon black or black upon white, not less than one inch in height.
- (6) The Motor Car and all the fittings thereof shall be in such a condition as not to cause, or to be likely to cause, danger to any person on the Motor Car or on any highway.

Lighting (see also regulation No. 25 (1) Appendix D).

- (7)—(i) The lamp to be carried attached to the Motor Car in pursuance of Section 2 of the Act of 1896 shall be so constructed and placed as to exhibit, during the period between one hour after sunset and one hour before sunrise, a white light visible within a reasonable distance in the direction towards which the Motor Car is proceeding or is intended to proceed, and to exhibit a red light so visible in the reverse direction. The lamp shall be placed on the extreme right or off side of the Motor Car in such a position as to be free from all obstruction to the light.

Provided that where a lamp, which exhibits a red light in the direction contrary to that towards which the Motor Car is proceeding, is carried attached at the back of the Motor Car, the Condition requiring the lamp attached in pursuance of Section 2 of the Act of 1896 to exhibit a red light shall not apply or have effect with regard to the Motor Car.

Provided also that the first paragraph of this Condition shall not extend to any bicycle, tricycle, or other machine to which Section 85 of the Local Government Act, 1888, applies.

(ii) Every lamp carried by the Motor Car when in use on a highway at any time during the period mentioned in this Condition shall be so constructed, fitted, and attached as to prevent the movement or the use as a searchlight of the light exhibited by any such lamp.

Trailers

ARTICLE III.—No person shall cause or permit a Motor Car to be used on any highway for the purpose of drawing any vehicle, or shall drive or have charge of a Motor Car when used for such purpose unless the Conditions herein-after set forth are satisfied, namely—

- (1) Conditions (2), (3), (5), and (6) of Article II of this Order shall apply

as if the vehicle drawn by the Motor Car was therein referred to instead of the Motor Car itself.

- (2) Every vehicle exceeding two hundredweight in weight unladen, drawn by a Motor Car, shall have a brake in good working order of such efficiency that its application to the vehicle shall cause two of the wheels of the vehicle on the same axle to be so held that the wheels shall be effectually prevented from revolving, or shall have the same effect in stopping the vehicle as if such wheels were so held.
- (3) The vehicle drawn by a Motor Car shall, when in pursuance of the Condition lastly herein-before set forth a brake is required to be attached thereto, carry upon the vehicle a person competent to apply efficiently the brake: Provided that it shall not be necessary to comply with this Condition if the brakes upon the Motor Car by which the vehicle is drawn are so constructed and arranged that neither of such brakes can be used without bringing into action simultaneously the brake attached to the vehicle drawn, or if the brake of the vehicle drawn can be applied from the Motor Car by a person upon the Motor Car independently of the brakes of the latter.

Control and operation of car

ARTICLE IV.—Every person driving or in charge of a Motor Car when used on any highway shall comply with the Regulations hereinafter set forth; namely—

- (1) He shall not cause the Motor Car to travel backwards for a greater distance or time than may be requisite for the safety or convenience of the occupants of the Motor Car and of the passenger and other traffic on the highway.
- (2) He shall not, when on the Motor Car, be in such a position that he cannot have control over the same, or that he cannot obtain a full view of the road and traffic ahead of the Motor Car, or quit the Motor Car without having taken due precautions against its being started in his absence, or allow the Motor Car or a vehicle drawn thereby to stand on such highway so as to cause any unnecessary obstruction thereof.
- (3) He shall when meeting any carriage, horse, or cattle keep the Motor Car on the left or near side of the road, and when passing any carriage, horse, or cattle proceeding in the same direction keep the Motor Car on the right or off side of the same.
- (4) He shall not negligently or wilfully prevent, hinder, or interrupt the free passage of any person, carriage, horse, or cattle on any highway, and shall keep the Motor Car and any vehicle drawn thereby on the left or near side of the road for the purpose of allowing such passage.
- (5) He shall, whenever necessary, by sounding the bell or other instrument required by Section 3 of the Act of 1896, give audible and sufficient warning of the approach or position of the Motor Car.
- (6) He shall on the request of any police constable in uniform, or of any person having charge of a horse, or if any such constable or person shall put up his hand as a signal for that purpose, cause the Motor Car to stop and to remain stationary so long as may be reasonably necessary.

Noise

ARTICLE V.—Every Motor Car shall be so constructed as to enable the driver, when the Motor Car is stationary otherwise than through an enforced stoppage owing to necessities of traffic, to stop the action of any machinery attached to, or forming part of the Motor Car so far as may be necessary for the prevention of noise. The driver shall on every such occasion make

prompt and effective use of all such means as, in pursuance of this Condition, are provided for the prevention of noise as above-mentioned.

Provided that this regulation shall not apply so as to prevent the examination or working of the machinery attached to, or forming part of a Motor Car where any such operation is rendered necessary by any failure or derangement of the said machinery.

This Order may be cited as "The Motor Cars (Use and Construction) Order, 1904."

Given under the Seal of Office of the Local Government Board, this
Ninth day of March, in the year one thousand nine hundred and four.

(L.S.)

Walter H. Long,
President.

S. B. Provis,
Secretary.

APPENDIX C

STATUTORY RULES AND ORDERS, 1904 No. 1809

LOCOMOTIVE, ENGLAND Motor Cars Use of Motor Cars on Highways

THE HEAVY MOTOR CAR ORDER, 1904, DATED
DECEMBER 27, 1904, PRESCRIBING REGULATIONS
AS TO WEIGHT, CONDITIONS OF USE, CONSTRUC-
TION, AND SPEED, OF HEAVY MOTOR CARS

To the County Councils of the several Administrative Counties in England and Wales ;—
To the Mayor, Aldermen, and Commons of the City of London in Common Council assembled ;—
To the Councils of the several County Boroughs in England and Wales ;—
To the Councils of the several Metropolitan Boroughs ;—
To the Urban District Councils of the several Urban Districts in England and Wales ;—
To the Rural District Councils acting as the Highway Authorities in Rural Districts in England and Wales ;—
And to all others whom it may concern.

Whereas by the Motor Car Acts, 1896 and 1903, provision was made with respect to the use of Motor Cars on highways, and in compliance with Section 1 of the Locomotives on Highways Act, 1896, which in the Motor Car Act, 1903, and in this Order is referred to as "the principal Act," a Motor Car must be under three tons in weight unladen, and a Motor Car with a vehicle drawn by it must not exceed in weight unladen four tons ;

And whereas by Section 12 of the Motor Car Act, 1903, it is enacted as follows ; that is to say—

" 12.—(1) The Local Government Board by regulations made under section six of the principal Act may, as respects any class of vehicle mentioned in the regulations, increase the maximum weights of three tons and four tons mentioned in section one of that Act, subject to any conditions as to the use and construction of the vehicle which may be made by the regulations.

"(2) The power of the Local Government Board to make regulations under section six of the Locomotives on Highways Act, 1896, shall, as respects motor cars exceeding two tons in weight unladen, include a power to make regulations as to speed."

And whereas in pursuance of Section 6 of the principal Act, and of Section 12 of the Motor Car Act, 1903, We, the Local Government Board, are empowered to make regulations with respect to the use of Motor Cars on highways, and their construction, and the conditions under which they may be used;

And whereas by Section 7 of the principal Act it is enacted that a breach of any regulation so made may, on summary conviction, be punished by a fine not exceeding Ten Pounds;

And whereas by the Motor Cars (Use and Construction) Order, 1904, We made regulations with respect to the use of Motor Cars on Highways, and their construction, and the conditions under which they may be used;

And whereas by the Motor Car (Registration and Licensing) Order, 1903, We made regulations with respect to the registration of Motor Cars:

Now, therefore, in pursuance of Our powers in that behalf, We, the Local Government Board, Do, by this Our Order, make the following Regulations; that is to say—

Article I.—The Regulations in this Order (herein-after referred to as "the Regulations") shall come into operation on the First day of March, One thousand nine hundred and five, and that date is herein-after referred to as the commencement of the Regulations.

Commencement of Regulations.

Article II.—In the Regulations—

Definitions.

Heavy motor car.

Trailer.

Registering authority.

Axle-weight.

Registered axle-weight.

Width.

The expression "heavy motor car" means a motor car exceeding two tons in weight unladen.

The expression "trailer" means a vehicle drawn by a heavy motor car.

The expression "registering authority" means, in relation to a heavy motor car, the Council of a County, or the Council of a County Borough, by whom the heavy motor car has been, or can be, registered, in pursuance of the Motor Car Act, 1903, and of the Motor Car (Registration and Licensing) Order, 1903.

The expression "axle-weight" means, in relation to an axle of a heavy motor car, or of a trailer, the aggregate weight transmitted to the surface of the road or other base whereon the heavy motor car or the trailer moves or rests, by the several wheels attached to that axle when the heavy motor car, or the trailer, is loaded.

The expression "registered axle-weight" means, in relation to an axle of a heavy motor car, the axle-weight of that axle, as registered by the registering authority in pursuance of the Regulations.

The expression "width," in relation to the tire of a wheel, means the distance measured horizontally and in a straight line across the circumference of the wheel and

Diameter.

between the two points in the outer surface of the tire which are farthest apart.

Weight.

The expression "diameter," in relation to a wheel, means the diameter measured between the two opposite points in the outer surface of the tire which are farthest apart.

Increase of weights, unladen.

The expression "weight," in relation to a heavy motor car or trailer when unladen, means the weight of a vehicle exclusive of the weight of any water, fuel, or accumulators used for the purpose of propulsion.

Registration of Weights.

Article III.—Notwithstanding anything in the Motor Car Acts, 1896 and 1903, and except as is otherwise provided in the Regulations, a heavy motor car may be used on a highway if the weight of the heavy motor car unladen does not exceed five tons, or if the weight of the heavy motor car unladen with the weight of an unladen vehicle drawn by it does not exceed six and a half tons.

Article IV.—(1) On every application to a registering authority for the registration of a heavy motor car, the owner shall declare :

- (a) The weight of the heavy motor car unladen ;
- (b) The axle-weight of each axle ; and
- (c) The diameter of each wheel.

(2). (a) Before a heavy motor car is registered, the weight of the car unladen, and, if the registering authority so direct, the axle-weight of each axle of the car, shall be ascertained by or in the presence of an officer of the registering authority. That officer shall certify the weight or weights so ascertained, and shall make any necessary correction in the statement of weights declared by the owner.

(b) The officer of the registering authority shall also satisfy himself that the tires of the wheels of the car, if the tires are not pneumatic, or are not made of a soft or elastic material, are of the dimensions required by the Regulations.

(c) The owner of a heavy motor car shall, for the purpose of this condition, cause the motor car to be driven or brought to any such place as the registering authority appoint.

(3) Upon the registration of a heavy motor car—

- (a) the weight of the heavy motor car unladen, as certified as aforesaid ;
- (b) the axle-weight of each axle ;
- (c) the diameter of each wheel ;
- (d) the width and material of the tire of each wheel ; and
- (e) the highest rate of speed at which, in conformity with the Regulations, the heavy motor car may be driven without a trailer,

shall be entered in the Register of Motor Cars.

(4) Upon receiving from the registering authority a copy of the entries made in the register relating to a heavy motor car, the owner of the heavy motor car shall cause—

- (i) the registered weight of the heavy motor car unladen ;
- (ii) the registered axle-weight of each axle ; and
- (iii) the highest rate of speed at which, in conformity with the Regulations, the heavy motor car may be driven without a trailer,

to be painted, or otherwise plainly marked, in the first and second case, upon some conspicuous part of the right or off side of the heavy motor car, and, in the third case, upon some conspicuous part of the left or near side of the heavy motor car.

The owner of the heavy motor car shall cause the aforesaid particulars to be painted or marked in letters and figures not less than one inch in height, and of such shape and colour as to be clearly legible and clearly distinguishable from the colour of the ground whereon the letters and figures are painted or marked; and he shall cause all the paint or marking to be from time to time repaired or renewed, as often as may be necessary to keep the said letters and figures clearly legible and clearly distinguishable.

(5) The owner of a heavy motor car which has been registered before, and which is in use at, the commencement of the Regulations, shall, within six months thereafter, either cause the heavy motor car to be registered anew, or shall cause the heavy motor car to be brought before an officer of the registering authority with whom the heavy motor car has been already registered.

In either case the procedure prescribed by this Article shall be followed with respect to the heavy motor car, as if it were a heavy motor car the owner whereof is for the first time an applicant for registration; but in the latter case no registration fee shall be charged by the registering authority in respect of the heavy motor car, or in respect of the procedure prescribed by this Article; and in the case of a heavy motor car the weight of which, when unladen, exceeds five tons but does not exceed seven tons, and which has been registered before the First day of September, One thousand nine hundred and four, compliance with the procedure prescribed by this Article shall, notwithstanding any other provision of the Regulations, have effect as a sufficient authority for the use of the heavy motor car on a highway.

The registering authority shall furnish the owner of a heavy motor car with a certificate in an appropriate form, to the effect that the procedure prescribed by this Article has been followed, and that the heavy motor car may be used on a highway without further registration.

On the expiration of six months from the commencement of the Regulations, a heavy motor car which has been registered before the commencement of the Regulations, and in respect of which the procedure prescribed by this Article has not been followed shall not, except for the purpose of being registered, be used on any highway until the heavy motor car has been registered anew; and all previous registration of the heavy motor car shall cease to have effect.

(6) Nothing in the Regulations shall have effect so as to require the registering authority to register a heavy motor car which does not in all particulars satisfy each condition rendered applicable by the Regulations to the heavy motor car or in respect of which there has been a failure to comply with the procedure prescribed by this Article.

Article V.—(1) The axle-weight of an axle of a heavy motor car shall not exceed the registered axle-weight. Axe-weights.

(2) The registered axle-weight of an axle of a heavy motor car shall not exceed eight tons, and the sum of the registered axle-weights of all the axles of a heavy motor car shall not exceed twelve tons.

Tires.

Article VI.—(1) The tire of each wheel of a heavy motor car shall be smooth, and shall, where the tire touches the surface of the road or other base whereon the heavy motor car moves or rests, be flat:

Provided that the edges of the tire may be bevelled or rounded to the extent in the case of each edge of not more than half an inch:

Provided also that, if the tire is constructed of separate plates, the plates may be separated by parallel spaces which shall be disposed throughout the outer surface of the tire so that nowhere shall the aggregate extent of the space or spaces in the course of a straight line drawn horizontally across the circumference of the wheel exceed one-eighth part of the width of the tire.

(2) The width of the tire of each wheel of a heavy motor car shall be determined by such of the following conditions as may apply to the circumstances of the case; that is to say—

- (a) The width shall in every case be not less than five inches.
- (b) The width shall be not less than that number of half inches which is equal to the number of units of registered axle-weight of the axle to which the wheel is attached.

The unit of registered axle-weight shall vary according to the diameter of the wheel, and the rules set forth in the subjoined scale; that is to say—

- (i) If the wheel is three feet in diameter, the unit of registered axle-weight shall be seven and a half hundredweights;
- (ii) If the wheel exceeds three feet in diameter, the unit of registered axle-weight shall be seven and a half hundredweights, with an addition of weight in the proportion of one hundredweight for every twelve inches by which the diameter is increased beyond three feet; and in the same proportion for any increase which is greater or less than twelve inches; and
- (iii) If the wheel is less than three feet in diameter, the unit of registered axle-weight shall be seven and a half hundredweights, with a deduction of weight in the proportion of one hundredweight for every six inches by which the diameter is reduced below three feet; and in the same proportion for any reduction which is greater or less than six inches.

(3) This Article shall not apply to any tire which is pneumatic or which is made of a soft or elastic material.

Speed.

Article VII.—The speed at which a heavy motor car is driven on any highway shall not exceed eight miles an hour:

Provided that—

- (a) If the weight of the heavy motor car unladen exceeds three tons ; or
- (b) If the registered axle-weight of any axle exceeds six tons ; or
- (c) If the heavy motor car draws a trailer,
the speed shall not exceed five miles an hour.

Provided also that—

If the heavy motor car has all its wheels fitted with pneumatic tires or with tires made of a soft or elastic material, the speed at which the heavy motor car may be driven on any highway shall not exceed—

- (a) Twelve miles an hour—
Where the registered axle-weight of any axle does not exceed six tons ; and
- (b) Eight miles an hour—
Where the registered axle-weight of any axle exceeds six tons.

Article VIII.—The diameter of a wheel of a heavy motor car, if the wheel is fitted with a tire which is not pneumatic or is not made of a soft or elastic material, shall be not less than two feet. Size of wheels.

Article IX.—Notwithstanding anything in the Motor Car Width. (Use and Construction) Order, 1904, a heavy motor car, if its weight unladen is three tons or exceeds three tons, and any trailer drawn by any such heavy motor car may, when measured between its extreme projecting points, be of a width not exceeding seven feet six inches.

Article X.—Every heavy motor car shall be constructed with suitable and sufficient springs between each axle and the frame of the heavy motor car. Springs.

Article XI.—(1) The owner of a trailer shall cause to be painted, or otherwise plainly marked, upon some conspicuous part of the right or off side of the trailer, in letters and figures not less than one inch in height, and of such shape and colour as to be clearly legible and clearly distinguishable from the colour of the ground whereon the letters and figures are painted or marked— Trailers.

- (a) The weight of the trailer unladen ; and
- (b) The axle-weight of each axle of the trailer, if the weight of the trailer unladen exceeds one ton.

He shall cause the paint or marking to be from time to time repaired or renewed, as often as may be necessary to keep the said letters and figures clearly legible and clearly distinguishable

(2) The Regulations so far as they relate to the width of the tires and the size of the wheels of a heavy motor car, the wheels whereof are fitted with tires which are not pneumatic or are not made of a soft or elastic material, shall, with the necessary modifications apply and have effect with respect to a trailer exceeding one ton in weight unladen, with the substitution in the Regulations of three inches for five inches as the minimum

width of the tires, and of references to the axle-weights painted or marked upon the trailer in pursuance of this Article for references to registered axle-weights.

(3) The axle-weight of an axle of a trailer shall not exceed four tons.

(4) Every trailer shall be constructed with suitable and sufficient springs between each axle and the frame of the trailer.

(5) A heavy motor car which is used either as a stage carriage or otherwise for the conveyance of passengers for gain or hire, shall not draw a trailer.

Ascertainment of weights by officers of Councils.

Article XII.—If a heavy motor car is upon a highway within a distance not exceeding half a mile by road from a public weighing machine, or other weighing machine which is conveniently accessible, and which belongs to or is subject to the control, or may be used for any purposes of a registering authority or of any other Council having control of the highway, and a duly authorized officer of the registering authority or other Council has reasonable ground for ascertaining whether the axle-weight for the time being of any axle of the heavy motor car, or of the trailer drawn by the heavy motor car exceeds the registered or marked axle-weight of that axle, the officer may require the person driving or in charge of the heavy motor car to drive the heavy motor car with or without the trailer, or to cause the heavy motor car to be driven with or without the trailer to the weighing machine, and the said officer may then cause the axle-weight for the time being of any axle to be ascertained ; and the person driving or in charge of the heavy motor car shall comply with any such requirement, and shall, to the best of his ability, afford all such facilities as may be reasonably necessary for the purpose of ascertaining the axle-weight as aforesaid.

Breach of regulations. Saving for existing heavy motor cars.

Article XIII.—No person shall cause or permit to be used on any highway, or shall on any highway drive or have charge of, a heavy motor car or a trailer which is not in all respects in accordance with the Regulations so far as they relate to the use and construction of heavy motor cars or trailers, as the case may be, or which is so used or driven as to contravene the Regulations :

Provided that during a period of six months after the commencement of the Regulations any failure to comply with the Regulations so far as they relate to the use or construction of heavy motor cars or trailers shall not be deemed to be a breach or contravention of the Regulations, if the failure occurs solely in relation to a heavy motor car registered before, or to a trailer which is in use at, the commencement of the Regulations.

Use of heavy motor cars on bridges.

Article XIV.—(1) Where any person who is liable to the repair of a bridge forming part of a highway affixes or sets up, in suitable and conspicuous positions, on the bridge and in each approach to the bridge notices which, as regards all their contents or subject matter, will be clearly and distinctly legible and visible by persons approaching or being on the bridge, and as regards shape, size, colour, and all other characteristics will

be clearly distinguishable from other notices placed on the bridge, and which state that the bridge is insufficient to carry a heavy motor car the registered axle-weight of any axle of which exceeds three tons or any greater weight which shall be specified in the notices, the owner of any such heavy motor car shall not cause or suffer the heavy motor car to be driven, and the person driving or in charge of the heavy motor car shall not drive the heavy motor car, upon the bridge except with the consent of the person liable to the repair of the bridge :

Provided that where a dispute or difference arises in relation to the insufficiency of the bridge to carry any such heavy motor car, and, on a reference by the person liable to the repair of the bridge and the owner of the heavy motor car, the award or determination of an arbitrator or arbitrators or umpire adjudges the bridge to be sufficient to carry a heavy motor car the registered axle-weight of any axle of which exceeds any weight specified in the notices, this Article shall cease to apply or have effect as regards any such heavy motor car, and the person liable to the repair of the bridge shall forthwith remove every notice affixed or set up in pursuance of this Article :

Provided also that if, within a period of one month, after a request in writing by the owner of any such heavy motor car, the person liable to the repair of the bridge neglects or refuses to become a party to the submission of the dispute or difference to arbitration, or, having become a party to the submission, neglects or refuses to concur in the appointment of an arbitrator, or to appoint an arbitrator or an umpire or third arbitrator according as the submission or any agreement between the parties may require, this Article shall cease to apply or have effect so as to prohibit the driving of any such heavy motor car upon the bridge ; and the person liable to the repair of the bridge shall forthwith remove every notice affixed or set up in pursuance of this Article :

Provided further that, notwithstanding anything in the foregoing provisos, the person liable to the repair of the bridge may, in substitution for the notices previously affixed or set up, affix or set up in accordance with this Article notices specifying some axle-weight greater than that to which any award or determination mentioned in this Article has had relation ; and that thereupon this Article shall apply and have effect with respect to the substituted notices, and with respect to any other matter or thing to which this Article refers as it has applied and had effect with respect to the notices previously affixed or set up, and with respect to any such other matter or thing, prior to the affixing or setting up of the substituted notices.

(2) The owner of a heavy motor car the axle-weight of any axle of which exceeds six tons shall not cause or suffer the heavy motor car to be driven, and the person driving or in charge of the heavy motor car shall not drive the heavy motor car upon a bridge forming part of a highway at any time when another heavy motor car, or a locomotive to which the Locomotives Act, 1898, applies, is on the bridge.

Article XV.—(1) The Motor Car (Registration and Licensing) Order, 1903, shall, with the necessary modifications, apply and

Register of
motor cars

have effect so as to provide that for the purpose of the registration of heavy motor cars there shall be a separate part in the Register of Motor Cars, and that the separate part shall be in Form A set out in the Schedule to this Order or in a form to the like effect; and that to the Form of particulars to be furnished by an applicant for registration of a heavy motor car, there shall, for the purpose of enabling the applicant to declare—

- (a) the weight of the heavy motor car unladen;
- (b) the axle-weight of each axle; and
- (c) the diameter of each wheel;

be added the particulars shown in the Form B set out in the said Schedule.

(2) In every case in which, after prior registration, the procedure prescribed by Article IV in relation to such a case has been followed, the registering authority shall cause the entry of prior registration to be erased, and such entries are as required in compliance with the procedure prescribed by Article IV to be made in the appropriate columns of the separate part in the Register of Motor Cars.

Application
of earlier
Orders as to
motor cars.

Article XVI.—As regards matters which are not hereinbefore expressly mentioned in relation to heavy motor cars, the Motor Car (Registration and Licensing) Order, 1903, and the Motor Cars (Use and Construction) Order, 1904, shall apply and have effect subject to the Regulations; and any provisions of either Order which are inconsistent with the Regulations shall cease to apply and have effect in relation to a heavy motor car.

Military
motor cars.

Article XVII.—The Regulations, in relation to any heavy motor car which belongs to His Majesty the King, and is used for the time being, under the care, superintendence, or control of a Secretary of State, for military purposes, shall apply and have effect—

- (a) As if, in Article III of this Order, "six tons" were substituted for "five tons," and "eight tons" were substituted for "six and a half tons"; and
- (b) As if, to subdivision (1) of Article VI of this Order, there were added the following words; that is to say—
"Provided further that if the tire is constructed, shod or fitted with diagonal crossbars, the conditions of this Article shall for the purpose of determining the width of the tire, apply subject to the substitution throughout those conditions of five hundredweights for seven and a half hundredweights as the unit of registered axle-weight."

Short title.

Article XVIII.—This Order may be cited as the Heavy Motor Car Order, 1904.

Schedule

ADDITIONS TO FORMS PRESCRIBED BY THE MOTOR CAR (REGISTRATION AND LICENSING) ORDER, 1903

FORM A

Register of Heavy Motor Cars

COUNTY [or COUNTY BOROUGH] of

Index Mark and Number on Identification Plates.	Full Name of Owner and Postal Address of his usual Residence.	Description or Type of Car.	Type and Colour of Body of Car.	Weight unladen.	Axle- weight of each Axle.	Diameter of Wheels.	Width and Material of Tires.	Maximum Speed per- missible.	Whether intended for—			If Can- celled, Date of Cancel- lation.	Date of Regis- tration.
									10.	11.	12.		
1.	2.	3.	4.	5.	6.	7.	8.	9.					

FORM B

Declaration to be added before the words "*Signature of owner or person applying on his behalf*" at the foot of the form in the Third Schedule to the Motor Car (Registration and Licensing) Order, 1903.

I hereby declare that the following particulars in relation to the heavy motor car to which my application relates are true to the best of my knowledge and belief:

Weight of heavy motor car unladen . . .	
Axle-weight of each axle . . .	
Diameter of each wheel . . .	

Given under the Seal of Office of the Local Government Board, this Twenty-seventh day of December, in the year One thousand nine hundred and four.

(L.S.)

Walter H. Long,

President.

S. B. Provis,
Secretary.

APPENDIX D

ROADS, VEHICLES

ROAD VEHICLES (REGISTRATION AND LICENSING) REGULATIONS, 1921
DATED MARCH 9TH, 1921

To the County Councils of the several Administrative Counties in Great Britain and Ireland.

To the Councils of the several County Boroughs in England and Wales and Ireland and of the Royal Parliamentary and Police Burghs concerned in Scotland.

And to all others whom it may concern.

The Minister of Transport hereby certifies under Section 2 of the Rules Publication Act, 1893 (56 & 57 Vic. c. 66), that on account of urgency these Regulations should come into immediate operation, and under the powers conferred on him by the Motor Car Acts, 1896 and 1903 (59 & 60 Vic. c. 36, and 3 Edw. 7, c. 36), and by Section 13 of the Finance Act, 1920 (10 & 11 Geo. 5, c. 18), and by the Roads Act, 1920 (10 & 11 Geo. 5, c. 72), and by the Order in Council made thereunder, and any and every other power thereunto him enabling, hereby, without prejudice to any further exercise of the said powers, makes and prescribes the following Regulations to come into operation forthwith as Provisional Regulations, with respect to the licensing and registration of mechanically propelled vehicles, the licensing of carriages and matters incidental to such licensing and registration, that is to say—

1. (1) These Regulations may be cited as "The Road Vehicles (Registration and Licensing) Regulations, 1921."

(2) In these Regulations the expression "Council" means County Council as defined in the Roads Act, 1920; the expression "approved" means approved by the Minister of Transport.

The expression "Local Taxation Officer" means the selected officers of the Council to whom powers or duties exercisable or performed by officers of Customs and Excise have been delegated by the Council.

The expression "prescribed form" means such one of the forms indicated in the first Schedule hereto as may be appropriate, such forms being obtainable on application at a Post Office or at the Office of the Council.

The expression "owner" means the person by whom the vehicle or the carriage as the case may be is kept and used, and the expression "ownership" shall be construed accordingly.

PART I

Licensing and Registration of Mechanically-propelled Vehicles

2. A person who desires to obtain a licence for a mechanically-propelled vehicle shall apply to the Council in whose area such vehicle is ordinarily kept by means of a declaration in such one of the prescribed forms as shall be applicable.

3. A vehicle shall be deemed to be ordinarily kept in the area of the Council in which is situated the garage in which the vehicle is ordinarily kept.

Provided that where a person satisfies the Council of the area in which he declares his principal place of business or permanent postal address to be situated that a vehicle is not ordinarily kept in any one area, application for a licence may be made to that Council and a licence issued by them.

4. (1) Licences for mechanically-propelled vehicles shall be in the form set out in the First Part of the Second Schedule hereto.

(2) In the case of all mechanically-propelled vehicles (except tramcars and road rollers) the licence shall be attached to and carried on the vehicle at all times when the vehicle is in use on a public road and, subject as herein provided, in a holder in compliance with the specification set out in the Second Part of the Second Schedule hereto.

(3) The licence shall be carried on the vehicle—

(a) *In the case of motor cycles (including motor scooters), motor cycles with trailer or side car, tricycles and invalid carriages.*

In a conspicuous position on the near side of the vehicle; and

(b) *In the case of all other vehicles (except when placed on or adjacent to the wind screen as hereinafter provided)—*

On the near side of the vehicle facing toward the near side of the road and not less than 2 feet 6 inches nor more than 6 feet 6 inches from the ground level between two parallel lines, the first drawn vertically through the rearmost part of the driving seat or cab (or where no such fitting exists the foot plate), and the second drawn vertically 6 inches in front of the base of the front glass wind screen where fitted, or where no such wind screen is fitted, through a point 4 feet forward of the first line.

Provided that in the case of a vehicle fitted with a front glass wind screen extending across the vehicle to the near side, the licence may be carried facing either forwards or backwards on the near (left) lower corner of the glass of such wind screen, or within 2 inches of the glass either in front or behind it and so as to be visible through the glass either from in front or from behind. In the event of the licence being carried actually upon a glass portion of the vehicle, and otherwise complying with this Regulation, the obligation that it shall be carried in a metal holder with a clear glass front shall not be enforced if it is so carried as to be weatherproof.

The Licence Card shall be placed and carried so as to be clearly visible at all times by daylight to a person standing at the near side of the vehicle, whether such vehicle is moving or stationary.

5. (1) A Registration Book containing such particulars relative to the vehicle in respect of which it is issued as the Minister may from time to time direct shall be issued to every owner of a mechanically-propelled vehicle in respect of which a licence is issued except in those cases where the form of declaration appropriate to over six vehicles of uniform type in the same ownership (Form R.F. 4A or 8A) has been used. In cases where Form R.F. 4A or 8A has been used the owner shall before selling or otherwise disposing of a vehicle included in such declaration, apply to the Council by whom the vehicle is registered and obtain a Registration Book in respect of such vehicle and upon receipt of such application the Council shall issue such Registration Book. The Registration Book shall be produced for inspection by the owner at any reasonable time upon request of a Police Officer, Officer of H.M. Customs and Excise or Local Taxation Officer.

(2) No person shall deface or mutilate any Registration Book or alter or obliterate any entry made therein or except as provided by these Regulations make any entry in or addition to such Registration Book.

6. If any alteration shall be made in a vehicle after it has been licensed and registered which affects the registration particulars contained in the declaration made by the owner of the vehicle, he shall forthwith notify such alteration to the Council with whom such vehicle is registered and forward to that Council his Registration Book.

Provided that where such alteration renders inaccurate any of the particulars shown upon the Licence Card for the vehicle, he shall also surrender the licence for the vehicle to the Council, who shall forthwith issue without charge a new licence valid for the same period as the surrendered licence.

7. If the character or the use of a vehicle shall be altered so as to render such vehicle liable to duty at a higher rate than that at which duty has been paid, the licence issued in respect of such vehicle shall become void and the owner shall forward to the Council a new declaration form appropriate to the altered conditions and shall pay the difference between the amount of the duty indicated upon the licence and the rate of duty payable in respect of the altered vehicle.

8. (1) On the sale or other change of ownership of a vehicle the then registered owner of the vehicle shall insert in the appropriate part of the Registration Book the name and address of the transferee or other new owner, and forward such book to the Council with whom the vehicle is then registered.

(2) The transferee or other new owner before he shall be entitled to use the vehicle on any public road shall notify the Council of the area in which the vehicle will be ordinarily kept by him that he has acquired the vehicle, and, unless the current licence has been delivered to him by the then registered owner, which delivery if the provisions of this Regulation are otherwise complied with shall operate as a transfer of the said licence, shall obtain a licence in respect of the vehicle in accordance with these Regulations. Upon expiry of the current licence (if so transferred) he shall, if he intends to renew the licence, make application therefor under the provisions of Regulation 2.

9. In the case of any vehicle subject to duty on the basis of horse-power of which the engine was constructed before the first day of January, 1913, the owner of such vehicle may apply to the Council by whom the licence for the vehicle was issued, and upon showing to the satisfaction of the Council that such engine was in fact constructed before that date shall be entitled to a refund of one-fourth of the duty paid in respect of such vehicle.

10. On a change of address the owner shall enter particulars of his new address in the space provided in the Registration Book, and shall forthwith forward the book with such particulars entered in it to the Council by whom the vehicle is registered, who shall note the change of address and cause the book to be returned to the owner forthwith.

11. (1) When any vehicle shall be broken up, destroyed or sent permanently out of the United Kingdom, the owner shall notify the Council with whom such vehicle is registered, and shall return the Registration Book to the Council, or in case of a vehicle sent permanently out of the United Kingdom to the Customs Office at the port of departure.

(2) Where a Council is satisfied that a vehicle has been broken up, destroyed or sent permanently out of the United Kingdom, the value of the licence in respect of such vehicle shall be allowed to the owner upon his

taking out a new licence for another vehicle of a similar class for the same period for which the previous licence was in force, but no part of the duty paid for the original licence shall be refunded.

12. (1) If a licence granted or a Registration Book issued by a Council under these Regulations had been lost, destroyed or accidentally defaced, the registered owner of the vehicle may apply to the Council with whom the vehicle is registered for the grant or issue to him of a duplicate licence or Registration Book, as the case may be, and the Council upon being satisfied as to such loss, destruction or defacement and, where the licence or Registration Book has been accidentally defaced, upon the surrender of the licence or Registration Book so defaced, shall issue a duplicate so marked on payment of a fee of five shillings, and the duplicate so issued shall have the same effect as the original licence or Registration Book.

(2) Where a Council is satisfied that a vehicle in respect of which a licence has been taken out has not been used upon any public road at any time during the currency of the licence, or that a general licence under Part II of these Regulations for which duty has been paid has not, in fact, been used at any time during its currency, the duty paid shall, upon surrender of the Licence and Registration Book, or the General Licence, General Identification Plates and Book (as the case may be) be refunded.

13. Upon the receipt by a Council of an application for a licence and upon payment by the applicant of the amount of duty appropriate to the vehicle the Council to whom such application is made shall—

(i) If they are satisfied that the vehicle in respect of which the application is made is ordinarily kept within their area or is one in respect of which they are otherwise authorized to issue a licence, issue to the applicant a licence in such form as may be appropriate to the type or class of vehicle in respect of which the application is made;

(ii) Enter upon such licence before issue thereof—

- (a) the index mark and registration number of the vehicle;
- (b) the horse-power, maximum seating capacity, or weight unladen (as the case may require) in respect of which duty has been paid provided that where duty has been paid with reference to seating capacity or weight unladen at the maximum rate the letters M A X shall be inserted;
- (d) the amount of duty paid; and
- (e) a stamp or other sufficient mark indicating the name of the authority by whom the licence is issued, and the date when the duty was paid;

(iii) Prepare and issue to such applicant the Registration Book with the appropriate particulars entered thereon;

and shall retain the declaration made by the owner of the vehicle.

14. (1) The index mark and registration number which is declared to have been the index mark and registration number of any vehicle at the 31st day of December, 1920, shall be entered in the Register and on the licence, and shall thereafter attach to that vehicle until the same is broken up, destroyed or sent permanently out of the United Kingdom.

Provided that if a Council is not satisfied that such index mark and registration number were at the 31st day of December, 1920, registered in respect of that vehicle under Article III or Article IV of the Motor Car (Registration and Licensing) Order, 1903, or under Article III or Article IV of the Motor Car Registration and Licensing (Scotland) Order, 1903, or under Article III or Article IV of the Motor Car (Registration and Licensing) (Ireland) Order, 1903, as the case may be, they shall assign a new number

and the licence and Registration Book, if any, already issued in respect of the vehicle shall become void.

(2) In the case of any other vehicle the Council shall assign to the vehicle an index mark and a registration number according to the index mark allotted under these Regulations to the Council, and shall enter such mark and number in the Register and upon the Licence.

15. The Council may before they issue the Registration Book to the owner of a vehicle licensed by them require to be satisfied by the inspection of the vehicle or the production of other sufficient evidence that the vehicle in respect of which such book is to be issued in fact accords with the declaration.

16. The Council may at any time, either before or after the issue of a licence, require the owner of a vehicle licensed in reference to weight unladen to furnish a certificate of weight in the prescribed form, and may if they think fit, by not less than seven days' notice in writing, require the owner to produce the vehicle at a specified time at a specified weigh-bridge, and the owner shall cause the vehicle to be weighed at that time and place in the presence of an officer of the Council.

17. Upon or not more than 14 days before the expiry of a licence application for renewal may be made in the prescribed form in the case of any vehicle the ownership of which has not changed during the currency of the licence and in which no alterations have been made other than such as may have been notified to the Council in conformity with the requirements of these Regulations, either to the Council with whom such vehicle is registered or at any Post Office authorized for that purpose by the Postmaster-General, but renewal of the licence under this Regulation shall not be made at the Post Office after the expiration of 14 days from the date on which the licence expired.

18. Where from any cause a licence becomes void it shall forthwith be surrendered to the Council with whom the vehicle was last registered, unless the licence is renewed at a Post Office, in which case the expired licence shall be surrendered to the Post Office at the time of renewal.

19. Every Council shall establish and keep in such form as the Minister of Transport may direct a Register (in these Regulations referred to as "the Register") for the registration of mechanically-propelled vehicles.

20. The index mark allotted to each Council shall be the letter or letters shown opposite to the name of that Council in the Third Schedule hereto.

21. The identification mark to be carried by a vehicle shall consist of the index mark and registration number assigned to that vehicle and shall be exhibited on two plates which shall conform as to lettering, numbering, and otherwise, with the provisions set out in the Fourth Schedule hereto.

22.—(1) The plates exhibiting the identification mark shall be fixed, one on the front of, and the other on the back of, the vehicle, in an upright position, so that every letter or figure on the plate is upright and easily distinguishable, in the case of the plate placed on the front of the vehicle, from in front of the vehicle, and, in the case of the plate placed on the back of the vehicle, from behind the vehicle.

(2) In the case of a motor tricycle or motor bicycle, the plate fixed on the front of the cycle may, if it is a plate having duplicate faces conforming with the Fourth Schedule hereto, be fixed so that from whichever side the cycle is viewed the letters or figures on one or other face of the plate are easily distinguishable, though they may not be distinguishable from the front of the cycle.

23. When a vehicle of any kind is attached to a mechanically-propelled vehicle either in front or behind, the plate required to be fixed on the front or on the back of the mechanically-propelled vehicle, or a duplicate of such plate, shall be fixed on the front or on the back of the vehicle attached, as the case requires, in the same manner as the plate is required to be fixed upon the vehicle drawing or propelling the same.

24. A Council with whom a vehicle is registered may, if they think fit, supply to the owner of the vehicle, if he so desires, the plates forming the identification mark on the vehicle, and may make a charge for them.

25.—(1) Whenever during the period between half an hour after sunset and half an hour before sunrise a vehicle is used on a public highway, a lamp shall be kept burning on the vehicle, so contrived as to illuminate by means of reflection, transparency, or otherwise, and render easily distinguishable every letter or figure on the identification plate fixed on the back of the vehicle or of any vehicle attached to the back of the vehicle, as the case may be.

(2) In the application of this Regulation to a motor tricycle or a motor bicycle of a weight unladen not exceeding three hundredweights, the plate fixed on the front of the vehicle may, if desired, be substituted for the plate fixed on the back of the vehicle.

26. A Council shall supply free of charge to any other Council or any superior officer of police or constable authorized by such an officer, upon application made, the registered name and address of the owner of any vehicle registered by them together with a copy of the particulars registered as those which are shown upon the last licence issued in respect of that vehicle, and the Council shall also upon payment of a charge of one shilling supply the like information to any person who may show that he has a reasonable cause for requiring the same to be supplied to him.

PART II

General Licences for Manufacturers of or Dealers in Mechanically-propelled Vehicles and General Identification Marks

27. A person being a manufacturer of or dealer in mechanically-propelled vehicles who desires pursuant to the Roads Act, 1920, to obtain a general licence in respect of:

- (a) all vehicles used by him, or
- (b) all vehicles used by him of the classes liable to duty under paragraphs 1 and 2 of the Second Schedule of the Finance Act, 1920,

shall apply to the Council in whose area his business premises are situate by means of a declaration in the prescribed form.

28.—(1) The Council shall issue to the person to whom a general licence is granted a licence card containing the following particulars—

1. Name and address of person or firm to whom the licence is issued.
2. Number of identification plate allotted.
3. Date of expiry of licence.
4. Amount of duty paid.
5. Date stamp of Office of issue.
6. Serial number of licence.

(2) The Council shall also supply free of charge with each general licence one plate (with a holder for the licence card) for fixing in front and one plate for fixing at the back of the vehicle. Provided that where application is made and duty paid in respect of a licence for all vehicles, the applicant shall

be entitled also without further payment to licence plates appropriate for the classes of vehicles liable to duty under paragraphs 1 and 2 of the Second Schedule to the Finance Act, 1920.

(3) The plates to be supplied by the Council shall conform to such specification as the Minister of Transport may direct and shall remain the property of the Council and be returned forthwith to the Council whenever the licence in respect of which they were issued is not renewed.

(4) The plates shall be fixed in front and at the back of the vehicle in the manner prescribed by these Regulations with respect to the index mark and registration number assigned to vehicles under these Regulations and shall be carried with the licence card attached to the front plate at all times when the vehicle is in use on a road for the purposes hereinafter mentioned.

29. The holder of a general licence shall not use any vehicle on a road under that licence for any purpose other than—

- (1) On test or trial during the course of construction or repairs or after completion in either such case;
- (2) For the purpose of proceeding to or from a public weigh-bridge for ascertaining unladen weight, or to or from any place for registration by a Council;
- (3) On trial for the benefit of a prospective purchaser, and for proceeding to or returning from the place where the prospective purchaser intends to keep such vehicle. For such purpose the vehicle may be driven by the prospective purchaser if he holds a driver's licence in any case in which such a licence is requisite;
- (4) For delivery to or from the premises of a manufacturer or trader and from such premises to the premises of a purchaser or of another manufacturer or trader;
- (5) For proceeding to or returning from a workshop with the object of fitting a body to the vehicle or of painting or repairs;
- (6) For proceeding from the premises of a manufacturer or trader to a Railway Station or Wharf for entraining or shipment, or from a train or ship to the premises of the manufacturer or trader;
- (7) For proceeding to an exhibition of motor vehicles with the object of exhibiting the vehicle or for returning from such exhibition to the premises of a manufacturer or trader;
- (8) On trials organized by such Automobile Clubs, Societies or Associations as shall be approved for the purpose;
- (9) For proceeding to or returning from any place at which the vehicle is to be or has been offered for sale.

30. Every person to whom a general licence shall be issued under this part of these Regulations shall keep in the book to be issued to him by the Council with such licence an accurate and sufficient record of each occasion upon which a vehicle is used on a road in pursuance of the general licence, and before any vehicle is so used, he shall cause the appropriate entries to be made in such book.

31. The book shall be produced at all reasonable times for inspection by any Police or Local Taxation Officer, and shall be kept available for inspection at the place specified in the declaration made on application for the general licence as the place at which the book will be kept.

32. It shall not be necessary for a vehicle when carrying general identification plates and a licence card in manner hereinbefore prescribed to carry any other identification marks or licence.

PART III

Mechanically-propelled Hackney Vehicles

33. Any vehicle licensed under the provisions of paragraph 3 of the Second Schedule of the Finance Act, 1920, shall display in addition to the index mark and registration number of the vehicle a plate of the dimensions and form set out in the Fifth Schedule hereto and carried in the position prescribed in that Schedule unless such vehicle is licensed to ply for hire and carries in a conspicuous position on the outside of the vehicle a metal plate in the form prescribed by the authority by whom it is licensed to ply for hire indicating clearly that the vehicle is a hackney vehicle so licensed.

Provided that where such a vehicle is temporarily adapted for and used solely for the conveyance of goods in the course of trade it shall not be necessary for the plate prescribed by this Regulation to be so displayed and carried at any time when such vehicle is so adapted and being so used.

PART IV

Mechanically-propelled Vehicles exempt from Licence Duty

34. The provisions of these Regulations shall extend to mechanically-propelled vehicles exempt from duty on licence with the following modifications—

(i) *Vehicles the Property of the Crown*

A declaration in the prescribed form shall be made in respect of each such vehicle by a duly authorized officer of the department in whose possession or use such vehicle may be and shall be accompanied by a Certificate in the approved form signed by that officer.

Upon receipt by a Council of such declaration and Certificate, the Council shall enter the registration particulars of such vehicle in a separate part of the Register and issue to the officer by whom the Certificate is signed a licence card with the word NIL marked in the space provided for indicating the amount of duty payable but otherwise completed in accordance with these Regulations.

For the purposes of these Regulations the officer authorized as aforesaid shall be deemed to be the owner of the vehicles in the possession or use of the Government Department.

Upon the expiry of the period for which such licence card is issued it shall be the duty of the Council to forward to each Government Department, any of whose vehicles are registered with them, a list of the vehicles so registered, and, upon receipt of a Certificate as aforesaid, the Council shall renew the licence for each of the vehicles specified in the Certificate.

(ii) *Other exempt Vehicles*

The owner of any motor ambulance or motor fire engine or other fire appliance or of a vehicle which is kept for use exclusively for purposes in connection with the extinction of fire, or of any road roller, shall apply to the Council for a licence for and registration of that vehicle, and upon receipt of such application the Council shall issue a form of licence for such vehicle with the word NIL marked in the space provided for indicating the amount of duty paid, but otherwise completed in accordance with these Regulations.

The application under this Regulation shall in the case of a local authority be made in the prescribed form by the clerk to that authority, and in the case of an Institution by the Secretary or Chief Administrative Officer of that Institution.

PART V
Licensing of Carriages

35. A declaration in the prescribed form shall be made in respect of every carriage not entitled to exemption from licence duty. Upon receipt of such declaration the Council to whom such application is made shall issue to the applicant a licence in the approved form. Provided that at the option of the owner the application for a licence under this part of these Regulations may be made to any Money Order Post Office either personally or by post addressed in accordance with the conditions specified upon the prescribed form.

PART VI
Locomotives

36. (1) In this part of these Regulations—

“Locomotive” has the same meaning as in the Highways and Locomotives (Amendment) Act, 1878.

(2) (i) Except as hereinafter provided the weight of a locomotive exclusive of the weight of water fuel or accumulators (other than boilers) used for the purpose of propulsion shall not exceed 15 tons 10 cwts.—provided that the said weight of 15 tons 10 cwts. may be exceeded in the cases and to the extent following, that is to say—

- (a) In the case of locomotives carrying as a permanent fitting a jib crane dynamo or extra winding drum or any one or more of such fittings by not more than 1 ton 10 cwts.
- (b) In the case of locomotives fitted on all wheels with tyres which are pneumatic or which are made of a soft or elastic material by not more than 2 tons.
- (c) In the case of locomotives fitted with Boulton wheels or other wheels from time to time approved by the Minister of Transport the tyres of which are sprung or mechanically cushioned by not more than 3 tons.

(ii) In the case of cable ploughing engines the winding or windlass gear shall not be included in computing the weight.

(iii) The weight of water fuel and accumulators (other than boilers) of any locomotive shall not exceed 3 tons.

(iv) Not more than three-fourths of the weight of any locomotive including the weight of water fuel and accumulators shall be borne by the rear axle.

PART VII
Miscellaneous

37. In the Heavy Motor Car Order, 1904, the Heavy Motor Car (Scotland) Order, 1905, and the Heavy Motor Car (Ireland) Order, 1905, as amended in each case by subsequent Orders, the expression “registering authority” shall be deemed to mean the County Council by whom the heavy motor car has been or can be registered in pursuance of the Roads Act, 1920, and these Regulations and the expression “registered axle-weight” shall be deemed to mean the axle-weight as registered by a County Council in pursuance of these Regulations.

38. The several Statutory Rules and Orders set out in the Sixth Schedule hereto are hereby revoked or varied to the extent stated in that Schedule.

39.—(1) For the purposes of the Finance Act, 1920, the horse power of any mechanically-propelled vehicle deriving its motive power wholly from an internal combustion engine worked by a cylinder or cylinders shall be taken to be—

- (a) In the case of a single-cylinder engine, the horse power attributable to the cylinder of the engine;

(b) In the case of an engine having two or more cylinders, the sum of the horse powers attributable to the separate cylinders.

(2) The horse power attributable to any cylinder of an internal combustion engine shall be deemed to be equal to the square of the internal diameter of such cylinder measured in inches divided by a numeral—

(a) In the case of a cylinder having a single piston, the numeral used as divisor shall be 2·5;

(b) In the case of a cylinder having two pistons, the numeral used as divisor shall be 1·6.

(3) The horse power of any mechanically-propelled vehicle deriving its power wholly from a steam engine shall be taken to be proportional to the effective heating surface of the boiler supplying steam to such engine, at the rate of 1 horse power for every 3 square feet in such effective heating surface, and the effective heating surface shall be taken to be—

(a) In the case of a boiler having horizontal or approximately horizontal tubes, the whole of that surface of the tubes which is exposed to the flame or hot gases;

(b) In the case of a boiler having vertical or approximately vertical tubes, half of that surface of the tubes which is exposed to the flame or hot gases.

(4) Any mechanically-propelled vehicle deriving its motive power from an electric motor or motors shall be deemed to be of 6 horse power.

(5) In measuring cylinders and boilers, and in calculating horse power, fractions of inches and feet and fractions of a unit of horse power are to be taken into account. Provided that in the final calculation of horse power a resultant fraction of less than 1 of a unit of horse power shall be omitted.

(6) Where it appears that, in consequence of the exceptional design or construction of the engine of any mechanically-propelled vehicle, the horse power as calculated under this Regulation is substantially less than the average power which the engine would develop in continuous use on the road if there were no restrictions on speed other than those imposed by the vehicle itself, then such average power shall be taken as the power of the vehicle.

40.—(1) Applications by a County Council under Section 7 (4) of the Roads Act, 1920, that the driving of vehicles on any highway may be prohibited or restricted shall be in the approved form and shall be signed by the Clerk to the Council, and shall show that the application is made in pursuance of a resolution passed by the Council or by a Committee of the Council charged with the supervision and control of highways and the traffic thereon.

(2) The notice to be given under Section 7 (4) of the Roads Act, 1920, that an Order has been made under that section shall be given by the authority concerned by a notice in the approved form published in the *London, Edinburgh or Dublin Gazette* as the case requires and once at least in each of two consecutive weeks in some local newspaper circulating in the district in which the highway to which the Order relates is situate, and by such notice or warning boards or signs erected in such positions on or near the said highway and in such other manner as may be directed by the Order.

(3) No person shall drive or cause to be driven any mechanically-propelled vehicle upon any highway with respect to which an Order has been made under Section 7 (4) of the Roads Act, 1920, in contravention of such Order.

41. The Clerk of the Council and any other officer authorized by the Council are respectively empowered to perform any duty or exercise any power of the Council for the purpose of carrying these Regulations into effect.

PART VIII
Special Provisions as to Ireland

42. The foregoing regulations in their application to Ireland shall have effect with the modification that the regulations shall not apply to any vehicles which are the property of the Crown, except in such cases and to such extent as the principal officer in Ireland of the department in whose possession or use the vehicles are, may, with the approval of the Minister, direct, and (in the case of any county as respects which an Order in Council under sub-section (3) of Section 19 of the Roads Act, 1920, is for the time being in force) with the further modification that the identification plates in connection with general licences under Part II of these regulations shall be provided by the applicants for the licences, and shall conform to such specifications as the Minister may direct, and shall be produced before the licences are issued; and with such additional modifications as may be prescribed by the Order or may be necessary for carrying the provisions thereof into effect.

First Schedule

**FORMS PRESCRIBED FOR PURPOSES OF THESE REGULATIONS AND OBTAINABLE
AT POST OFFICES OR AT THE OFFICE OF THE COUNCIL.**

Form R.F. (1).—Declaration for and particulars of motor cars, cycles and conveyances for invalids.

Form R.F. (3).—Declaration for and particulars of mechanically-propelled vehicles exempt from licence duty.

Form R.F. (3/1).—Declaration for and particulars of mechanically-propelled vehicles the property of the Crown.

Form R.F. (4).—Declaration for and particulars of mechanically-propelled commercial goods vehicles.

Form R.F. (4A).—Declaration for and particulars of mechanically-propelled commercial goods vehicles (over six vehicles of uniform type).

Form R.F. (5).—Declaration for and particulars of road locomotives, tractors and agricultural engines.

Form R.F. (8).—Declaration for and particulars of mechanically-propelled hackney vehicles.

Form R.F. (8A).—Declaration for and particulars of mechanically-propelled hackney vehicles (over six vehicles of uniform type).

Form R.F. (9).—Declaration for tramcars.

Form R.F. (12/9).—Certificate of weight.

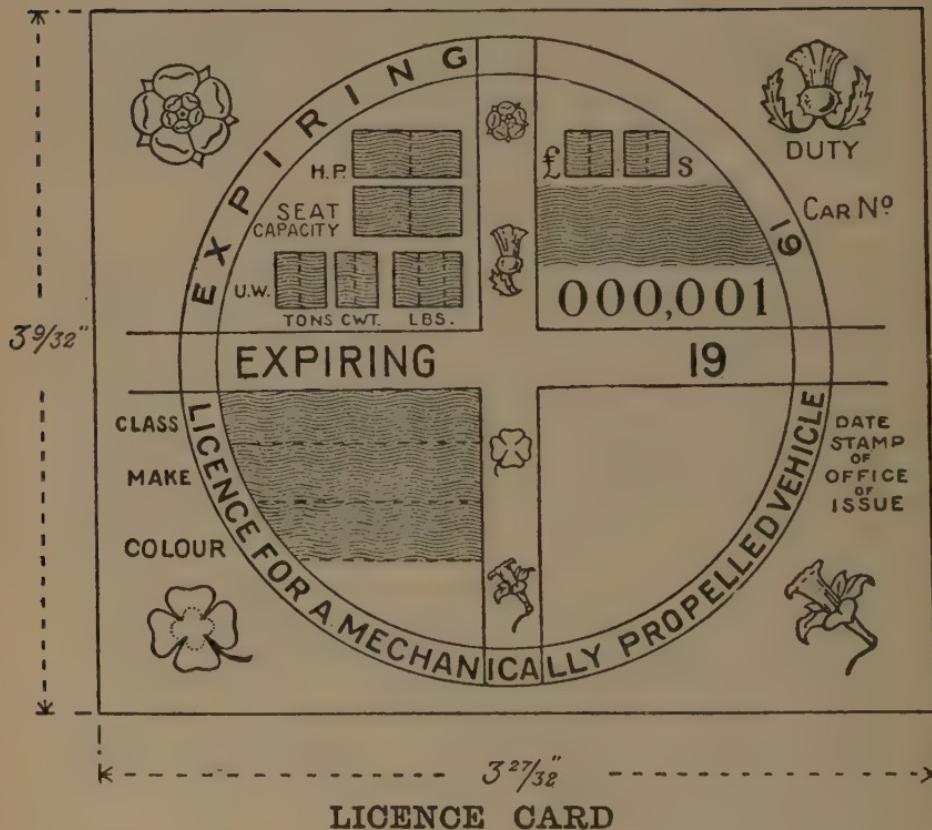
Form R.F. (1A).—Renewal declaration for road vehicles.

Form R.F. (13/8).—Application for refund of part duty, 1913 engines.

Form R.F. (10/1).—Declaration for (horse-drawn) carriage licences (including hackney carriage licences).

Second Schedule

PART I



PART II
FORM OF HOLDER FOR LICENCE CARDS

The holder must be of metal, and of weatherproof construction. It must be either circular, or rectangular with crossbars, and conform to the following dimensions—

Type A.—Circular Pattern, without Crossbars

Card Tray.—The licence card of standard pattern, when cut along the outline of the outer of the two circles, should fit neatly into a sheet-metal tray of suitable thickness, having a turned-up edge of sufficient depth to hold the card and a stout cover glass.

Ring Cover.—A circular ring of sheet metal shaped to fit down closely on to the tray, and adapted for fixing by screws, bolts, or otherwise, to the vehicle in the prescribed position. A rubber packing ring should be arranged to fit between the ring cover and the cover glass and tray so as to render the whole carrier weatherproof.

Dimensions.—The aperture within the ring cover should clearly exhibit the whole of the licence card lying within the inner circle of the licence card, and should have a diameter of $2\frac{1}{16}$ inches.

Type B.—Rectangular Pattern, with Crossbars

Card Tray.—A sheet-metal tray of suitable thickness, having a turned-up edge all round, of a depth sufficient to hold the full-size standard licence card ($3\frac{5}{16}$ inches long and $3\frac{9}{16}$ inches wide) and a stout cover glass.

Cover Frame.—A cover frame, formed out of sheet metal, should be shaped to fit down closely on to the card tray, and adapted for fixing by screws, bolts, or otherwise, to the motor vehicle in the position previously described.

A rubber packing ring should be arranged to fit between the cover frame and the cover glass and tray, so as to render the whole carrier weatherproof.

Dimensions.—The main aperture within the cover frame should be $3\frac{1}{16}$ inches long and $3\frac{1}{16}$ inches wide, and be bisected axially by two bars intersecting at right angles, so as to leave four rectangular openings, each $1\frac{3}{4}$ inches long and $1\frac{1}{2}$ inches wide, clearly exhibiting the motor licence card.

Third Schedule

PART I.—ENGLAND AND WALES

A. County Councils

Council.	Index Mark.	Council.	Index Mark.
County Council of—		County Council of—	
Anglesey	EY	Dorset	FX
Bedford	BM & NM	Durham	J
Berks	BL	Ely, Isle of	EB
Brecknock	EU	Essex	F HK &
Bucks	BH	Flint	NO
Cambridge	CE	Glamorgan	DM
Cardigan	EJ	Gloucester	L & NY
Carmarthen	BX	Hereford	AD
Carnarvon	CC	Hertford	CJ
Chester	M & MA	Huntingdon	AR & NK
Cornwall	AF	Kent	EW
Cumberland	AO	Lancaster	D KN
Denbigh	CA	Leicester	KT & KE
Derby	R & NU		B & TB
Devon	T & TA		AY & NR

Council.	Index Mark.	Council.	Index Mark.
County Council of— Lincolnshire— Parts of Holland Parts of Kesteven Parts of Lindsey	DO CT BE A LA LB LC LD LE LF LH LK LL LM LN LO LP LR LT LU LW LX LY QQ XA XB XC XD XE XF & XH FF H MC MD MX & ME	County Council of— Monmouth . . . Montgomery . . . Norfolk . . . Northampton . . . Northumberland . . . Nottingham . . . Oxford . . . Pembroke . . . Peterborough, Soke of . . . Radnor . . . Rutland . . . Salop . . . Somerset . . . Southampton . . . Stafford . . . Suffolk, East . . . Suffolk, West . . . Surrey . . . Sussex, East . . . Sussex, West . . . Warwick . . . Westmorland . . . Wight, Isle of . . . Wilts . . . Worcester . . . Yorkshire, East Rid- ing of . . . Yorkshire, North Rid- ing of . . . Yorkshire, West Rid- ing of . . .	AX EP AH BD X & NL AL & NN BW DE FL FO FP AW & NT Y & YA AA & HO E & RE BJ CF P PA & PB AP BP AC & NX EC DL AM & HR AB & NP BT AJ C & WR
London . . .			
Merioneth . . .			
Middlesex . . .			
B. Councils of County Boroughs			
County Borough of— Barnsley . . . Barrow-in-Furness . . . Bath . . . Birkenhead . . . Birmingham . . . Blackburn . . . Blackpool . . . Bolton . . . Bootle . . . Bournemouth . . .	HE EO FB CM O OA OB OE & OH CB FR BN EM EL	County Borough of— Bradford (Yorkshire) . . . Brighton . . . Bristol . . . Burnley . . . Burton-upon-Trent . . . Bury . . . Canterbury . . . Cardiff . . . Carlisle . . . Chester . . . Coventry . . .	AK CD AE & HT CW FA EN FN BO HH FM DU & HP

Council.	Index Mark.	Council.	Index Mark.
County Borough of—		County Borough of—	
Croydon . . .	BY	Oldham . . .	BU
Darlington . . .	HN	Oxford . . .	FC
Derby . . .	CH	Plymouth . . .	CO & DR
Dewsbury . . .	HD	Portsmouth . . .	BK
Dudley . . .	FD	Preston . . .	CK
Eastbourne . . .	HC	Reading . . .	DP
East Ham . . .	HM	Rochdale . . .	DK
Exeter . . .	FJ	Rotherham . . .	ET
Gateshead . . .	CN	St. Helens . . .	DJ
Gloucester . . .	FH	Salford . . .	BA
Great Yarmouth . . .	EX	Sheffield . . .	W & WA
Grimsby . . .	EE	Smethwick . . .	HA
Halifax . . .	CP	Southampton . . .	CR
Hastings . . .	DY	Southend-on-Sea . . .	HJ
Huddersfield . . .	CX	Southport . . .	FY
Ipswich . . .	DX	South Shields . . .	CU
Kingston-upon-Hull . . .	AT	Stockport . . .	DB
Leeds . . .	U & NW	Stoke-on-Trent . . .	EH
Leicester . . .	BC	Sunderland . . .	BR
Lincoln . . .	FE	Swansea . . .	CY
Liverpool . . .	K	Tynemouth . . .	FT
	KB &	Wakefield . . .	HL
	KC	Wallasey . . .	HF
Manchester . . .	N	Walsall . . .	DH
	NA	Warrington . . .	ED
	NB & NC	West Bromwich . . .	EA
Merthyr Tydfil . . .	HB	West Ham . . .	AN
Middlesbrough . . .	DC	West Hartlepool . . .	EF
Newcastle-upon-Tyne . . .	BB	Wigan . . .	EK
Newport (Mon.) . . .	DW	Wolverhampton . . .	DA
Northampton . . .	NH	Worcester . . .	FK
Norwich . . .	CL	York . . .	DN
Nottingham . . .	AU		

PART II.—SCOTLAND

A. County Councils

County Council of—	County Council of—
Aberdeen . . .	SA
Argyll . . .	SB
Ayr . . .	SD
Banff . . .	SE
Berwick . . .	SH
Bute . . .	SJ
Caithness . . .	SK
Clackmannan . . .	SL
Dumfries . . .	SM
Dumbarton . . .	SN
Fife . . .	SP
Forfar . . .	SR
Haddington . . .	SS
Inverness . . .	ST
Kincardine . . .	SU
Kinross . . .	SV
Kirkcudbright . . .	SW

V
SX
SY
SO
AS
BS
DS
ES
HS
JS
KS
LS
MS
NS
OS
PS

B. Burgh Councils

Council.	Index Mark.	Council.	Index Mark.
Burgh Council of—		Burgh Council of—	
Aberdeen	RS	Govan*	US
Dundee	TS	Greenock	VS
Edinburgh	S &	Leith	WS
Glasgow	SG G & GA	Paisley	XS
		Partick*	YS
		Motherwell & Wishaw	GM

PART III.—IRELAND

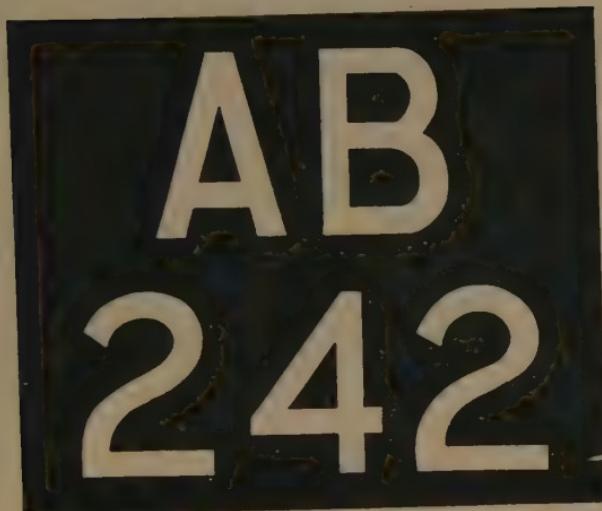
A. County Councils

County Council of—		County Council of—	
Antrim	IA	Londonderry	IW
Armagh	IB	Longford	IX
Carlow	IC	Louth	IY
Cavan	ID	Mayo	IZ
Clare	IE	Meath	AI
Cork	IF	Monaghan	BI
Donegal	IH	Queen's County	CI
Down	IJ	Roscommon	DI
Dublin	IK	Sligo	EI
Fermanagh	IL	Tipperary, N. Riding	FI
Galway	IM	Tipperary, S. Riding	HI
Kerry	IN	Tyrone	JI
Kildare	IO	Waterford	KI
Kilkenny	IP	Westmeath	LI
King's County	IR	Wexford	MI
Leitrim	IT	Wicklow	NI
Limerick	IU		

B. Councils of County Boroughs

Council of the County Borough of—		Council of the County Borough of—	
Belfast	OI & XI	Limerick	T
Cork	PI	Londonderry	U
Dublin	RI & YI	Waterford	W

* These Burghs are now included in the City of Glasgow.

*Fourth Schedule.**Alternative Diagram No. 1**Alternative Diagram No. 2*

The alternative diagrams above are specimen plates drawn approximately to a scale of one-third. The actual size of the plates will, however, differ according to the number of letters and figures required.

Provisions to be complied with

(1) Each plate must be rectangular and bear upon it the index mark and registration number entered in the Register in respect of the vehicle, the mark and number being arranged in conformity with the arrangement of letters and figures shown on one or other of the alternative diagrams.

(2) The two plates may, at the option of the owner, be of either of the shapes shown in the alternative diagrams, or one of one shape and one of the other.

(3) The ground of the plate must be black, the letters and figures must be indelibly inscribed thereon white.

(4) All letters and figures must be three-and-a-half inches high; every part of every letter and figure must be five-eighths of an inch broad; and the total width of the space taken by every letter or figure, except in the case of the figure 1, must be two-and-a-half inches.

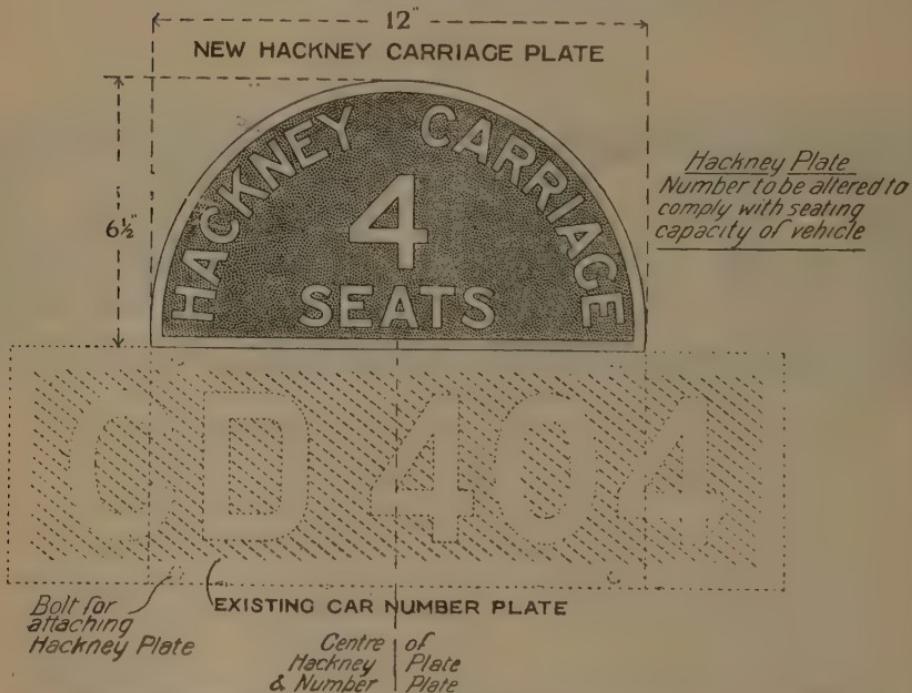
(5) The space between adjoining letters and between adjoining figures must be half-an-inch, and there must be a margin between the nearest part of any letter or figure and the top and bottom of the plate of at least half-an-inch, and between the nearest part of any letter or figure and the sides of the plate of at least one inch.

(6) In the alternative diagram No. 1, the space between the upper and lower line must be three-quarters-of-an-inch. In the alternative diagram No. 2, the space between the letters and the figures must be one-and-a-half inches.

(7) In the case of the plates for a motor tricycle or motor bicycle of a weight unladen not exceeding three hundredweights, each of the dimensions mentioned above may be halved, and the shape of the plate need not be rectangular so long as the minimum margin between any letter or figure and the top, bottom, and sides of the plate and the relative positions of letters and figures in accordance with Clause (1) of these provisions are preserved.

Fifth Schedule

Diagram of plate for hackney vehicles



The diagram above is a specimen plate drawn approximately to the scale of one-fourth.

Provisions to be complied with

(1) The Hackney Carriage Plate is to be constructed of approximately semi-circular shape and to the size shown upon the foregoing diagram, and is to be securely attached to and carried upon the upper edge of the rear number plate of the motor car and centrally disposed thereon.

(2) The plate may be of sheet iron with an enamelled face having white border letters and number upon a black ground or, alternatively, may be constructed of cast aluminium having raised border, letters and number in polished metal upon a black ground.

(3) The width of the surrounding border must be $\frac{1}{2}$ inch, the depth of all letters 1 inch, and the width of face of letters $\frac{3}{16}$ inch; the numerals must be $2\frac{1}{2}$ inch in height of proportional width and $\frac{3}{8}$ inch width of face.

(4) The Hackney Carriage Plate is to be securely and substantially fixed, by bolts or otherwise, to the rear number plate and a method of attachment is indicated in the foregoing diagram.

(5) The Hackney Carriage Plate is to be so fixed upon the vehicle as to be substantially in the same vertical plane as the car number plate, and be at all times clearly visible and unobstructed by car equipment or otherwise.

(6) A number indicating the seating capacity of the vehicle is to be disposed in the central position occupied by the figure "4" in the diagram.

Sixth Schedule

The Motor Car (Registration and Licensing) Order, 1903.
(S.R. & O., 1903, No. 998.)

The Motor Car Registration and Licensing (Scotland) Order, 1903.
(S.R. & O., 1903, No. 1001.)

The Motor Car (Registration and Licensing) (Ireland) Order, 1903.
(S.R. & O., 1903, No. 1002.)

The Heavy Motor Car Order, 1904,
as amended by subsequent Orders.
(S.R. & O., 1904, No. 1809.)

The Heavy Motor Car (Scotland)
Order, 1905, as amended by subsequent Orders.

(S.R. & O., 1905, No. 1
S.1.)

Part I and the First, Second, Third and Fourth Schedules thereof shall cease to have effect.

Part I and the First, Second, Third and Fourth Schedules thereof shall cease to have effect.

Part I and the First, Second, Third and Fourth Schedules thereof shall cease to have effect.

Article IV except sub-section (4) thereof shall cease to have effect and the said sub-section (4) shall have effect as though the words "Upon receiving from the registering authority a copy of the entries made in the register relating to a heavy Motor Car" were omitted. Article XV and the Schedule to the said Order shall cease to have effect.

Article IV except sub-section (4) thereof shall cease to have effect and the said sub-section (4) shall have effect as though the words "Upon receiving from the registering authority a copy of the entries made in the register relating to a heavy Motor Car" were omitted. Article XV and the Schedule to the said Order shall cease to have effect.

The Heavy Motor Car (Ireland) Order, 1905, as amended by subsequent Orders.
(S.R. & O., 1905, No. 71.)

Article IV except sub-section (4) thereof shall cease to have effect and the said sub-section (4) shall have effect as though the words "Upon receiving from the registering authority a copy of the entries made in the register relating to a heavy Motor Car" were omitted. Article XV and the Schedule to the said Order shall cease to have effect.

The Motor Car (Hackney Carriage Plate) Order, 1916.
(S.R. & O., 1916, No. 720.)

The whole Order shall cease to have effect.

The Motor Car (Hackney Carriage Plate) (Scotland) Order, 1916.

The whole Order shall cease to have effect.

(S.R. & O., 1916, No. 765
S.53.)

The Motor Car (Hackney Carriage Plate) (Ireland) Order, 1916.
(S.R. & O., 1916, No. 780.)

The whole Order shall cease to have effect

Given under the Seal of the Minister of Transport, this 9th day of March,
One thousand nine hundred and twenty-one.

(L.S.)

R. Francis Dunnell,

Secretary.

354.

J.R.B.

APPENDIX E

STATUTORY RULES AND ORDERS 1921. No. 906

ROAD VEHICLES

THE HEAVY MOTOR CAR (AMENDMENT) ORDER, 1921, DATED MAY 19, 1921.
MADE BY THE MINISTER OF TRANSPORT

To the County Councils of the several Administrative Counties in the United Kingdom ;—

To the Mayor, Aldermen, and Commons of the City of London in Common Council assembled ;—

To the Councils of the several County Boroughs in England and Wales and Ireland ;—

To the Councils of the Royal Parliamentary and Police Burghs in Scotland concerned ;—

To the Councils of the several Metropolitan Boroughs ;—

To the Urban District Councils of the several Urban Districts in England and Wales and Urban County Districts in Ireland ;—

To the Rural District Councils acting as the Highway Authorities in Rural Districts in England and Wales ;—

And to all others whom it may concern.

Whereas by the Motor Car Acts, 1896 and 1903 (59 & 60 Vic. c. 36, and 3 Edw. 7, c. 36), provision was made with respect to the use of motor cars on highways, and in compliance with Section 1 of the Locomotives on Highways Act, 1896, which in the Motor Car Act, 1903, and in this Order is referred to as "the principal Act," a motor car must be under three tons in weight unladen, and a motor car with a vehicle drawn by it must not exceed in weight unladen four tons;

And whereas by Section 12 of the Motor Car Act, 1903, it is enacted as follows; that is to say ;—

"12.—(1) The Local Government Board by regulations made under section six of the principal Act may, as respects any class of vehicle mentioned in the regulations, increase the maximum weights of three tons and four tons mentioned in section one of that Act, subject to any conditions as to the use and construction of the vehicle which may be made by the regulations."

And whereas by Section 18 of the Motor Car Act, 1903, it is enacted that in the application of that Act to Scotland a reference to the Secretary for Scotland shall be substituted for a reference to the Local Government Board.

And whereas by Section 19 of the Motor Car Act, 1903, it is enacted that in the application of that Act to Ireland a reference to the Local Government Board for Ireland shall be substituted for a reference to the Local Government Board.

And whereas by the Heavy Motor Car Order, 1904 (S.R. & O., 1904, No. 1809), the Heavy Motor Car (Scotland) Order, 1905 (S.R. & O., 1905, No. 1), and the Heavy Motor Car (Ireland) Order, 1905 (S.R. & O., 1905, No. 71), the Local Government Board, the Secretary for Scotland and the Local Government Board for Ireland respectively made regulations with respect to the maximum weight of heavy motor cars.

And whereas by the Ministry of Transport Act, 1919 (9 & 10 Geo. 5, c. 50), and the Ministry of Transport (Ministry of Health Exception of Powers) Order, 1919 (S.R. & O., 1919, No. 1441), the Ministry of Transport (Secretary for Scotland Transfer and Exception of Powers) Order, 1920 (S.R. & O., 1920, No. 2122), and the Ministry of Transport (Local Government Board for Ireland Transfer and Exception of Powers) Order, 1919 (S.R. & O., 1919, No. 1942), the powers of the Ministry of Health as successors to the Local Government Board of the Secretary for Scotland and of the Local Government Board for Ireland respectively, in relation to the subject matter of this Order, were transferred to the Minister of Transport.

Now, therefore, in exercise of the powers in that behalf vested in him the Minister of Transport hereby orders as follows—

ARTICLE I.—The Heavy Motor Car Order, 1904, the Heavy Motor Car (Scotland) Order, 1905, and the Heavy Motor Car (Ireland) Order, 1905, as respectively amended by subsequent Orders shall have effect as if in Article III of each of the said Orders the words “seven and a quarter tons” were substituted for the words “five tons” and the words “nine and three quarter tons” were substituted for the words “six and a half tons,” and as if in Article XVII of each of the said Orders Sub-clause (a) thereof (which relates to heavy motor cars which belong to His Majesty the King) were omitted.

ARTICLE II.—Nothing in this Order shall—

- (a) affect the operation prior to the date of this Order of the regulations made in the Heavy Motor Car Order, 1904, the Heavy Motor Car (Scotland) Order, 1905, and the Heavy Motor Car (Ireland) Order, 1905, as respectively amended by subsequent Orders, or anything duly done or suffered under those regulations ; or
- (b) affect any right, privilege, obligation, or liability acquired, accrued, or incurred under those regulations ; or
- (c) affect any fine or punishment incurred in respect of a breach of those regulations ; or
- (d) affect any legal proceeding or remedy in respect of any such right, privilege, obligation, liability, fine or punishment ;

and any such legal proceeding or remedy may be instituted, continued or enforced and any such fine or punishment may be imposed, as if this Order had not been made.

ARTICLE III.—This Order may be cited as the Heavy Motor Car (Amendment) Order, 1921.

Given under the Seal of the Minister of Transport this nineteenth day of May, 1921.

(L.S.)

H. H. Piggott,

414.

Assistant Secretary.

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